

RFP APPENDIX A

COMPREHENSIVE
GARBAGE, RECYCLABLES, AND
COMPOSTABLES COLLECTION SERVICES
CONTRACT

City of Kirkland
and

[Click here to enter text.](#)

July 1, 2018 –



**Comprehensive Garbage, Recyclables, and Compostables
Collection Services Contract**

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1 The Parties, in consideration of the promises, representations, and warranties contained in this
2 agreement and the RFP, agree as follows:

3
4 **RECITALS**

5
6 WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage,
7 Recyclables, and Compostables collection services to all residents, businesses, and institutions located
8 within the Service Area; and

9
10 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City
11 conducted a thorough and exhaustive competitive process; and

12
13 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had
14 the right at any time during the process to reject any or all of the competitors, regardless of their proposals
15 or prices; and

16
17 WHEREAS, having completed the competitive process, the City has selected the best candidate to provide
18 the services outlined in the competitive process; and

19
20 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise
21 necessary to perform the services as requested in the competitive process; and

22
23 WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the
24 competitive process and included below;

25
26 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein
27 contained, the City and Contractor do agree as follows:

28
29 **AGREEMENT**

30
31 This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter,
32 "Contract") is made and entered into this _____ day of _____, 2016 (hereafter the "Date of
33 Execution"), by and between the City of Kirkland, a municipal corporation (hereafter "City"), and
34 _____ (hereafter "Contractor").
35

1 DEFINITIONS

2
3 **Billing Operations Plan:** The plan developed by the City and the Contractor to manage Customer billing,
4 ownership and custody of Customer payments and other matters related to the Contractor serving as
5 billing agent for the City's solid waste utility.
6

7 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection
8 containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers,
9 clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions,
10 mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does
11 not include piles of debris, car parts, construction or demolition debris, any item that would be considered
12 Hazardous Waste, or stumps.
13

14 **Cart:** A Contractor-provided 10-, 20-, 35-, 64-, or 96-gallon wheeled Container with attached lid suitable
15 for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be
16 rodent and insect resistant and kept in sanitary condition by the Contractor at all times.
17

18 **Change of Control:** The term "Change of Control" means any single transaction or series of related
19 transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor
20 is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the
21 effective date of the Contract do not have such a beneficial interest; provided, however, that intra-
22 company transfers, such as transfers between different subsidiaries or branches of the parent corporation
23 of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or
24 controlled by the Contractor upon the effective date of the Contract, and transactions effected on any
25 securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a
26 Change in Control. Any sale, merger, the issuance of new shares, any change in the voting rights of existing
27 shareholders, or other change in ownership that transfers 50% or more of the beneficial interest therein
28 from one entity to another. Provided, however, that intra-company transfers, such as transfers between
29 different subsidiaries or branches of the parent corporation of the Contractor, or transfers to
30 corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the
31 effective date of the Contract shall not constitute a Change in Control.
32

33 **City:** The word "City" means the City of Kirkland, in King County, Washington. As used in the Contract, use
34 of the term "City" may include reference to the City Manager or his/her designated representative. Where
35 the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the
36 staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City. The
37 City of Kirkland, King County Washington. As used in this Contract, use of the term "City" may also include
38 reference to the City Manager, or his/her designated representative, and references to staff, streets,
39 rights of way, and activities and things refer to Kirkland staff, streets, rights of way, and activities and
40 things, when appropriate, and unless otherwise specified.
41

42 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental
43 agencies, and all other users of commercial-type Garbage collection services.
44

45 **Compostables:** Any organic waste material that is Source-separated for processing or composting, such
46 as Yard Debris and Foodscraps generated by any Residential or Commercial customers. Shredded
47 uncontaminated paper shall be accepted as a Compostable material.

Contractor: _____, which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Compostables.

Container: Any Food Mini-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

Contract: Refers to this contract for comprehensive garbage, recyclables and compostable collection services.

Contract Term: Refers to the term of this Contract as provided for in Section 1.

County: King County in Washington State.

Curb or Curbside: Refers to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: ~~All account-holders of the Contractor's services within the City. All city of Kirkland users of the Contractor's services provided as provided by this Contract, including property owners, managers, and tenants.~~

Date of Commencement of Service: July 1, 2018, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

Date of Execution: The date that this Contract is executed by all signatories.

Day/Days: Calendar days unless otherwise specified.

Detachable Container: A watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: An all-metal loose material or compactor container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Extra Unit: Excess material that does not fit in the Customer's primary Container. In the case of Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-gallons.

1 **Food Mini-can:** A water-tight plastic container twelve or thirteen (12/13) gallons in capacity; fitted with
2 two (2) sturdy handles or handholds and fitted with a tight cover. All Food Mini-cans provided by the
3 Contractor shall be rodent and insect proof and kept in sanitary conditions by their ~~owner~~ Customer at all
4 times.

5
6 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of
7 produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such
8 as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other
9 paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead
10 animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the
11 selected composting facility. The range of materials handled by the Compostables collection program may
12 be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed
13 by the Public Health – Seattle & King County for the frequency of collection provided by the Contractor.

14
15 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,
16 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals
17 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities
18 that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and
19 disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included
20 in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed
21 upon by the City and the Contractor and this handling is consistent with current King County sharps policy.
22 The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or
23 Source-separated Compostables.

24
25 **Garbage Can:** A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding
26 four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on
27 each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect
28 proof and kept in sanitary conditions by their owner at all times.

29
30 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,
31 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,
32 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to
33 human health or the environment or environmental conditions, including but not limited to any substance
34 that is:

- 35
36 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United
37 States Environmental Protection Agency under Subtitle C of the Resource Conservation and
38 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid
39 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.;
40 or any other federal statute or regulation governing the treatment, storage, handling, or disposal
41 of waste imposing special handling or disposal requirements similar to those required by Subtitle
42 C of RCRA;
43
44 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous
45 waste or extremely hazardous waste by the Washington State Department of Ecology under the
46 State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State

statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and

- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

King County Disposal System: The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Amended and Restated Solid Waste Interlocal Agreement between the City and King County.

Multifamily Complex: Multiple-unit Residences with two or more attached or unattached units on one water meter billed collectively for Garbage collection service.

On-call: The provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

Party: Either the City or the Contractor.

Parties: The City and Contractor.

Private Road: A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Public Street: A public right-of-way used for public travel, including public alleys.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Attachment C.

Residence/Residential: A ~~s~~Single-Family and/or ~~m~~Multifamily living space individually rented, leased or owned.

Services: Refers to the comprehensive garbage, recyclables and compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The service boundaries indicated in Attachment A as of the Date of Commencement of Service, ~~as revised from time to time in accordance with Section 3.1.2.~~

Single-Family Residence: All one-unit houses, duplexes, and mobile homes that are billed individually and located on a Public Street or Private Road.

1 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for
2 recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other materials.

3
4 ~~**Special Waste:** Polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos-containing
5 materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical
6 wastes, demolition debris and other materials requiring special handling in accordance with applicable
7 federal, state, county or local laws or regulations.~~

8
9 **Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 3.1.20 of this Contract.

10
11 **Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section 3.1.23
12 of this Contract.

13
14 **WUTC:** The Washington Utilities and Transportation Commission.

15
16 **Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in
17 diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by
18 four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by
19 degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole
20 Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, untied reusable
21 plastic-mesh bags, or Garbage Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

22 23 1. TERM OF CONTRACT

24
25 The Term of this Contract is eight (8) years starting on the Date of Commencement of Service. The City,
26 may, at its option, extend the Contract up to two (2) extensions, each of which shall not exceed two (2)
27 years in duration. Any extension exercised by the City shall be under the original terms and conditions of
28 this Contract or as the Contract may have been amended at the time of the extension. To exercise the
29 option to extend this Contract, written notice shall be given by the City to the Contractor not less than
30 ninety (90) days prior to the expiration of the Contract Term or the expiration of a previous extension.

31 With the Contractor's written consent, the requirement of 90 days' prior notice of exercise of the City's
32 option to extend may be waived in any instance.

33 34 2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

35
36 The Contractor represents and warrants to the City as follows:

- 37
38
 - *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good
39 standing under the laws of the state of Washington, and has all requisite corporate power and
40 authority to enter into and to perform its obligations under this Contract.
 - *Authority.* The Contractor has the authority to execute this Contract, to make the representations
41 and warranties set forth in it, and to perform the obligations of the Contractor under this Contract
42 in accordance with its terms. This Contract has been validly executed by an authorized
43 representative of the Contractor, with the authority to sign on behalf of and bind the Contractor,
44 and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.

- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of continuing to collect all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area, as defined in Attachment A and modified from time to time in accordance with Section 3.1.2.

3.1.2 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The

City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access. Such determination that damage is probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.

3.1.3 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones, including mixed-use areas shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Same-day make-up collections for customers notifying the Contractor of a missed collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday collection is allowed to the extent consistent with missed collection recovery, holiday and inclement weather schedules.

All collections from Commercial Customers may be made between the hours of 5:00 a.m. and 5:00 p.m. provided that service to those Customers shall neither disturb Residential Customers in adjoining Residential zoned areas, nor violate the noise provisions of the Kirkland Municipal Code, as amended. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the Kirkland Municipal Code. The City's noise ordinance, as amended, may further restrict these terms and hours of collection.

3.1.4 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer. At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint

1 from the City regarding any unsatisfactory performance by any of its employees and take immediate
2 corrective action. The City reserves the right to request at any time that the person be removed from all
3 performance of additional work under this Contract. The Contractor shall remove the employee from
4 Contract work immediately.

5 **3.1.5 Disabled Persons Service**

6
7 The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-Family
8 Residence Customers in cases where no household member has the ability to place Containers at the
9 Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of the
10 City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall
11 be subject to City review and approval prior to program implementation, [which shall not be unreasonably](#)
12 [withheld by the City.](#)

14 **3.1.6 Holiday Schedules**

15
16 The Contractor shall observe the same holiday schedule as the King County Transfer Stations (typically
17 New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular collection
18 day, the Contractor shall reschedule the remainder of the week of regular collection to the next
19 succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family
20 Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular
21 collection day due to a holiday. Commercial collections may be made one (1) day early only with the
22 consent of the Commercial Customer. Holiday scheduling information shall be included in written program
23 materials, on the Contractor's web site, and by press releases to general news media in the Kirkland area
24 by the Contractor the week prior to the holiday affecting service.

26 **3.1.7 Inclement Weather**

27
28 The Contractor shall provide all collection services unless weather conditions are such that continued
29 operation would result in danger to the Contractor's staff, area residents, or property. In that event, the
30 Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by
31 telephone and email of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor
32 vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported
33 to the City, shall be approved by a route supervisor and reported to the City not later than 12:00 p.m.
34 (noon) on the same business day. The Contractor shall coordinate missed collection areas so that
35 Customers either have all or none of their materials collected to avoid Customer complaints and calls. The
36 Contractor shall provide automated notification calls, texts or e-mails (at Customers' preference) to all
37 missed Customers by 3:00 p.m., including information about when their next collection is expected.

38
39 In the event that collection services are interrupted for one week for one or more Single-Family
40 [Residential](#) Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those
41 Customers with interrupted service on their next regular collection day on the following week. The
42 Contractor shall collect Garbage, Recyclables and Compostables from Multifamily [Complex](#) and
43 Commercial Customers as soon as safely possible.

44
45 In the event that collection services are interrupted for two or more weeks for one or more Single-family
46 [Residential](#) Customers, the Contractor shall provide temporary Residential Garbage and Recycling

1 collection sites on the day of the second missed day using driver-staffed Drop-~~b~~-Box Containers or other
2 suitable equipment, with no extra charge assessed for such temporary service.

3
4 For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to what
5 would have been collected on the missed collection day(s) from Customers at no extra charge.

6
7 Following notification to the City, the Contractor will be provided temporary authorization to perform
8 collection services after 6:00 p.m. and/or on Saturdays following disruptions due to weather in order to
9 finish collection routes.

10
11 Weather policies shall be included in program information provided to Customers and on the Contractor's
12 city-specific webpage. On each inclement weather day, the Contractor shall release notices to local
13 newspapers and radio stations notifying residents of the modification to the collection schedule.

14 15 **3.1.8 Suspending Collection from Problem Customers**

16
17 The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or
18 conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may
19 include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect
20 claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated
21 claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or
22 Compostables, or other such problems.

23
24 The Contractor shall make every reasonable effort to provide service to those problem Customers.
25 However, the Contractor may deny or discontinue service to a problem Customer after prior written
26 notice is given to the City of the intent to deny or discontinue service, including the name, service address,
27 reason for such action, and whether reasonable efforts to accommodate the Customer and provide
28 services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing
29 the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision
30 of the City shall be final. The City may also require the denial or discontinuance of service to any Customer
31 who is abusing the service or is determined to be ineligible.

32
33 The Contractor shall ~~continue~~ retain Customers with discontinued service at the lowest service level for
34 that class of Customer for billing purposes, unless otherwise instructed in writing by the City.

35 36 **3.1.9 Missed Collections**

37
38 If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or
39 contaminated with unacceptable materials, the Contractor shall place in a prominent location a written
40 notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for
41 collection. Failure to provide proper written notification to Customers, per the quality assurance protocol
42 in Section 3.1.11, of the reason for rejecting materials for collection shall be considered a missed collection
43 and subject to performance fees due to lack of proper Customer notification.

44
45 The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a
46 Customer in the proper manner on the appropriate day shall be considered a missed collection, and the
47 Contractor shall collect the materials from the Customer within twenty-four (24) hours of the Contractor's

~~receipt of notification of the missed pick-up, on the same day if notified by 4:00 p.m. (Monday – Friday). Customers giving notice after 4:00 p.m. shall receive a make-up collection no later than the next day. A Customer giving notice after 4:00 p.m. on Friday shall receive a make-up collection the next day on Saturday between 9:00 a.m. and 1:00 p.m. If the Contractor is notified of a missed pick-up by 9:00 a.m. the following business day, the missed pick-up shall be collected that same day, provided that the Contractor may ask Customers contacted on a Saturday whether Monday collection would be acceptable, at the Customer’s option.~~ The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 3.3.4).

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

3.1.10 Same Day Collection

Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

3.1.11 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise recoverable materials destined for disposal.
- Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those incoming materials and that maximum cost-effective recovery is a primary objective of the City’s collection programs.

Concurrently with the start of this Contract, the Contractor shall implement an on-route quality assurance program for Recyclables and Compostables consistent with industry best management practices, as described in Attachment [EE](#), for tagging, probationary periods, material rejection, and suspension of

1 service. The quality assurance protocol will address thresholds for when contamination levels trigger
2 Customer contact, when to place a Customer on service probation for possible discontinued collection,
3 when to suspend collection service and remove the subject Carts or Containers, and finally but not limited
4 to, procedures to allow a Customer to reinstate and resume service after it has been suspended after
5 following established contamination protocols. The Contractor shall implement the protocol consistently
6 for all Customers and shall notify the City via email of any Customer being handled under the protocol.
7 The City and Contractor shall mutually negotiate and agree on a process reflecting current best
8 management practices used in King County for route monitoring for both Single-family Residential and
9 Commercial/Multifamily sectors. The Contractor and City shall annually review and update these
10 procedures to ensure that contamination problems are addressed promptly, fairly and consistently for all
11 sectors.

12 13 **3.1.12 Routing, Notification and Approval**

14
15 The initial day of Single-Family Residential collection at the start of this Contract is indicated on the service
16 area map included as Attachment A, unless a change of collection day is approved by the City. If any
17 changes are accepted by the City, the Contractor shall provide the City with an updated map indicating all
18 City-approved Single-Family [Residential](#) collection days. Likewise, the Contractor shall indicate, on maps
19 acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and
20 Compostables from each Multifamily Complex and Commercial Customer. Initial maps shall be provided
21 to the City no later than ninety (90) days prior to the Date of Commencement of Service. The Contractor
22 collection routes shall not cross municipal boundaries, provided that Contractor collection vehicles used
23 within the City may be used elsewhere if they are emptied before and after such other use and the
24 Contractor has obtained the City's prior approval in writing, except that prior approval shall not be
25 required for spare vehicles used for both the City and other jurisdictions serviced by the Contractor,
26 provided that same-day notification of the use is provided to the City via e-mail. The Contractor may use
27 certain specialized vehicles in more than one jurisdiction (e.g. limited access vehicle for space-restricted
28 route areas) for scheduled services upon written City approval. If a collection vehicle services any
29 Customer outside the Service Area without prior written approval from the City, the Contractor shall be
30 liable for performance fees as described in Section 5.1.

31
32 The Contractor may change the day of Single-Family Residence collection by giving written notice to the
33 City at least forty-five (45) days prior to the effective date of the proposed change and obtaining written
34 approval from the City. If the City approves the proposed change, the Contractor shall provide affected
35 Customers with at least fourteen (14) days written notice of pending changes for the collection day. Seven
36 (7) days prior to the approved day change, the Contractor shall tag all affected Customers' Garbage
37 Containers, as well as notify all affected Customers by ~~e-mail and robo-call~~ [and/or e-mail](#) of the pending
38 changes. Upon completing collections the week prior to the change, the Contractor shall update their
39 website with a new collection area map that highlights affected areas. The Contractor shall collect double
40 the normal Garbage amount for no additional fee for one week following implementation to ensure that
41 missed Customers are not charged extra. The Contractor shall obtain the prior written approval from the
42 City of the notice to be given to Customers. The Contractor shall be responsible for the cost of designing,
43 printing, and distributing the notice and any revised educational materials that inform these Customers
44 of their collection day.

45
46 The Contractor may change the day of Multifamily Complex or Commercial Customer collection by giving
47 at least fourteen (14) days written notice of pending changes of collection day to the affected Customers.

1 The Contractor shall obtain from the City written approval of a collection day change prior to Contractor's
2 notification of the Multifamily Complex customer or Commercial Customer, and of the form of any notice
3 of such change to be given to affected Multifamily Complex or Commercial Customers, which approval
4 the City shall not unreasonably withhold. ~~The Contractor shall obtain written approval from the City of the~~
5 ~~collection day change prior to notification of the Multifamily Complex customer or Commercial Customer,~~
6 ~~and shall obtain the prior written approval from the City of any notice to be given to Multifamily Complex~~
7 ~~or Commercial Customers.~~ The Contractor shall be responsible for the cost of designing, printing, and
8 distributing any notifications and any revised educational materials that inform these Customers of their
9 collection day.

10 11 **3.1.13 Vehicle and Equipment Type/Age/Condition/Use**

12
13 The Contractor shall use new model year 2018 natural gas-fueled collection vehicles for Garbage,
14 Recyclables, and Compostables collection services performed under this contract under ~~the initial term of~~
15 this Contract. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be
16 subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working
17 order, and shall be subject to all other conditions of this section. The accumulated annual use of individual
18 back-up vehicles shall be reported in the Contractor's monthly report.

19
20 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide
21 service to all Customers, regardless of location. In some cases, this may mean that a small collection
22 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make
23 such vehicles available to ensure smooth and effective collection services throughout the Service Area.

24
25 Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they
26 are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable
27 placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for
28 Compostables collection shall have a switchable placard that clearly indicates that they are Compostables
29 collection vehicles. The colors, trim scheme, and design to be used by the Contractor on the switchable
30 placards shall be subject to the prior written approval of the City. The use of unauthorized switchable
31 placards or lack of switchable placards on collection vehicles shall be cause for performance fees as
32 described in Section 5.1. Vehicles used in the performance of this Contract shall only be used for the
33 collection of materials they are otherwise designated for.

34
35 Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once
36 each week. All collection equipment shall have appropriate safety markings, including all highway lighting,
37 flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes,
38 rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be
39 repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of
40 the collection vehicles shall operate properly and be maintained in a condition compliant with all federal,
41 state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be
42 equipped with variable tone or proximity activated reverse movement back-up alarms.

43
44 The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g.,
45 Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer
46 premises or streets. All collection and route supervisor vehicles used by the Contractor shall be equipped
47 with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any

1 equipment not meeting these standards shall not be used within the Service Area until repairs are made.
2 Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to
3 them being removed from service shall be cleaned up or removed within three (3) hours of being noticed
4 by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such
5 clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be
6 provided to [Kirkland the City](#) in writing. The Contractor shall immediately notify the City-designated spill
7 hotline (425-587-3900) of any spills that enter drainages. Failure by the Contractor to clean-up or remove
8 the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as
9 described in Section 5.1. Discharge of pollutants into the storm system is a violation of Kirkland Municipal
10 Code (KMC) 15.52 and may be subject to fine per KMC 1.12. The Contractor shall notify the City and the
11 Customer of any leakage from non-Contractor-owned Containers immediately so that those spills may be
12 addressed in a timely manner.

13
14 No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer
15 service telephone number, and website address, unless otherwise previously approved in writing by the
16 City. Special promotional messages may be permitted by the City; provided they are either painted directly
17 on vehicles or on special placards attached to vehicles. The City's approval shall be in writing and solely
18 within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with lettering
19 not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away, stating
20 "Driving or Spillage Complaints? Call Kirkland Solid Waste @ 425-587-3812. The vehicle inventory number
21 shall be displayed adjacent to this message and will show, in lettering at least 6" high, an abbreviated
22 truck designation number specific to the City. For example, K-1, K-2, etc. limited to a two digit letter and
23 numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any
24 unsatisfactory condition related to specific vehicles. The City will provide the Contractor with policy
25 timelines for reporting spills versus driving complaints to the City. Spills should be reported immediately
26 to the City as directed by the City's reporting policies, which will be provided to the Contractor by the City.

27
28 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way
29 communication equipment. The Contractor shall maintain a base station or have equipment capable of
30 reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as
31 route-recording cameras integrated with their on-board route management system.

32
33 All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board
34 computer and data tracking system to track route progress and log non-set-outs, extras, and other service
35 issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers
36 shall be fully trained and required to use these systems. The resulting data shall be uploaded to the
37 Contractor's Customer service database no less than hourly to allow Customer service personnel to be
38 fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-
39 time.

40 41 **3.1.14 Container Requirements and Ownership** 42

1 Contractor Garbage fees included in Attachment B include all costs of the associated [Garbage, Recycling,](#)
2 [and Compostables Carts and Containers](#) unless Container rental for a particular service is specifically listed
3 in Attachment B, such as rent for Drop-box Containers.
4

5 Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided
6 Containers for their initial Container of Garbage collection service, with the exception of compacting Drop-
7 box Containers, which may be Customer-owned or –leased from other parties. Plastic bags or Garbage
8 Cans may be used for excess volumes of Garbage, but not as a Customer’s primary container.
9

10 In the event the Customer uses a Garbage Can for Extra [Units](#), the Contractor shall handle the Customer-
11 owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible
12 for unnecessary or unreasonable damage to Customer-owned Containers.
13

14 All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in,
15 molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine
16 the size capacity and material preparation requirements of the Container. Contractor-provided Containers
17 shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the
18 Contractor’s logo or company name.
19

20 **3.1.14.1 Garbage, Recyclables, and Compostables Carts [and Food Mini-cans](#)**

21

22 The Contractor shall provide 10-, 20-, 35-, 64-, and 96-gallon Garbage Carts for the respective level of
23 Garbage collection, and 35-, 64-, and 96-gallon Recyclables and Compostables Carts for the respective
24 level of Recyclables or Compostables collection. [Food Mini-cans shall be provide in lieu of a Compostables](#)
25 [Cart upon Customer request.](#) All Carts shall be manufactured from a minimum of fifteen percent (15%)
26 post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall be provided to
27 requesting Customers within seven (7) days of the Customer’s initial request. All Carts must have materials
28 preparation instructions and telephone and website contact information printed on a sticker on the lid.
29

30 All Contractor-provided Carts [and Food Mini-cans](#) shall be maintained by the Contractor in good condition
31 for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for
32 movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the
33 container to prevent unwanted movement. The Carts [and Food Mini-cans](#) shall contain instructions for
34 proper use, including any Customer actions that would void manufacture warranties (such as placement
35 of hot ashes in the container causing the container to melt), and procedures to follow to minimize
36 potential fire problems.
37

38 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair
39 needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) [and](#)
40 [Food Mini-cans](#), and forward written or electronic repair notices that same day to the Contractor’s service
41 personnel. [Cart R](#)epairs shall then be made within seven (7) days at the Contractor’s expense. Any Cart
42 [or Food Mini-can](#) that is damaged or missing on account of an accident, collection truck mechanical error,
43 act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than
44 three (3) business days after notice from the Customer or [Kirklandthe City](#). In the event that a Cart [or Food](#)
45 [Mini-can](#) is inadvertently lost into a collection vehicle during collection due to mechanical or operator
46 error, Customers shall be notified on the same day via a door knocker tag of the incident and a
47 replacement cart shall be provided within twenty-four hours of the loss. [All](#) Replacement Carts [and Food](#)

1 [Mini-cans](#) may be used and reconditioned, but shall be presentable and cleaned before delivered to the
2 Customer. Unusable carts shall be cleaned (if necessary) and recycled to the extent possible.

3
4 In the event that a particular Customer repeatedly damages a Cart [or Mini-can](#) or requests more than one
5 replacement [Cart Container](#) during the term of the Contract due to negligence or intentional misuse, the
6 Contractor shall forward in writing the Customer's name and address to the City. The City shall then
7 attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue
8 service to that Customer, provided the City provides previous written approval.

9 10 **3.1.14.2 Detachable Containers and Drop-box Containers**

11
12 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and
13 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their
14 use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's request.
15 Containers shall be located on the premises in compliance with any related ordinance, and a manner
16 satisfactory to the Customer and for collection by the Contractor.

17
18 The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance
19 with city directed rates. The Contractor may not charge Customers any fees, charges, rates, or any
20 expenses in connection with Drop-box Container service other than those rental rates directed by the
21 City.

22
23 Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have
24 four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a
25 non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe
26 for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal,
27 and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch
28 in good repair.

29
30 The Contractor shall contact the City's Fire Department and obtain a determination concerning the
31 conditions under which plastic Detachable Containers may be used. The Contractor may use plastic
32 Detachable Containers at all locations where allowed by the City's Fire Department to minimize noise
33 impacts. Each plastic Detachable Container shall be marked with an additional sticker warning Customers
34 and the Contractor's staff where the Container may not be placed as determined by Kirkland's Fire
35 Department.

36
37 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's
38 expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide an
39 On-call Container cleaning service to Customers. The costs of On-call cleaning shall be billed to the
40 Customer as directed by the City.

41
42 [As between the Contractor and the City](#), all Containers on Customers' premises are at the Contractor's
43 risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container
44 that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Inspector,
45 King County Health Department inspector, or other agent having safety or health jurisdiction determines
46 that the Container fails to comply with reasonable standards or constitutes a health or safety hazard. The
47 Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and

1 Customer with the least slope and best vehicle access possible. For Customers that must stage their
2 Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good
3 faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in
4 potentially problematic staging areas and are sufficiently restrained such that the Container may not roll
5 and cause harm to persons or property. The Contractor may require a Customer to attend to the
6 Containers immediately prior to and after collection. Any disputes arising between the Contractor and a
7 Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in
8 writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in the
9 same location as found, with the lid closed.

10
11 Except as set forth in the second paragraph of Section 3.1.14~~5~~, Customers may elect to own or secure
12 Containers from other sources, and shall not be subject to discrimination by the Contractor in collection
13 services on that account, provided that such Containers (including Carts) are compatible with the
14 Contractor's collection equipment. However, Containers owned or secured by Customers must be
15 properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not
16 required to service Customer Containers that are not compatible with the Contractor's equipment.

17 **3.1.14.3 Ownership**

18
19
20 To the extent requested by Contractor, the City will assign its ownership rights and interest in the previous
21 contractor's in-place Container inventory to the Contractor and will cooperate with the Contractor to
22 document such assignment and Contractor's exercise of such rights. For the purposes of this Contract,
23 these in-place Containers distributed by the previous contractor shall be maintained to Contract
24 standards, with the exception that Containers placed in service by the previous contractor shall be
25 considered Contract compliant, even if they are a different color than required by the City for new
26 Containers.

27
28 At the end of the Contract term or in the event the Contract is terminated for any reason, all Containers
29 used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to
30 City ownership without further compensation to the Contractor. ~~Containers~~~~Compactor Drop-boxes and~~
31 ~~Drop-boxes and Detachable Containers~~ held in reserve at the Contractor's yard and not actively in service
32 at a Customer location are excluded from this provision.

33
34 Upon written notice to the Contractor, the City may elect to assign this potential ownership of said
35 Containers to a third-party. Any remaining warranties associated with the Containers described herein
36 shall be transferred to the City or the City's assignee.

37
38 The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express
39 or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF
40 FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. [As between the City](#)
41 [and the Contractor, the](#) City assumes all risks of loss or liability on account of the City's exercising of its
42 rights under this Section 3.1.14~~5~~.3 or any use made of any such Containers after they become the property
43 of the City or assignee of the City.

1 **3.1.14.4 Container Colors and Labeling**

2
3 Contractor-provided Containers used for the collection of Recyclables, shall be blue. Contractor-provided
4 Containers used for the collection of Compostables shall be gray. Contractor-provided Containers used
5 for the collection of Garbage shall be green. Specific Container colors shall be approved in writing by the
6 City prior to the Contractor's order of new Containers.

7
8 All Containers shall be labeled with instructional information and contact information that include both a
9 customer service phone number and website address. All labels shall be approved by the City prior to
10 ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior
11 approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should any
12 changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their
13 sole expense shall reproduce and reattach labels on all Containers.

14
15 All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall
16 have materials preparation instructions and telephone/contact information, including both a customer
17 service phone number and a website address, printed on a sticker, and subject to the prior written
18 approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or
19 Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone
20 number to call for repair or replacement. Information shall be printed in a size that is easily read by the
21 users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved
22 in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be
23 subject to the City's prior written approval.

24
25 Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers
26 shall be relabeled by the Contractor once every two (2) years or upon Customer or the City's request for
27 any individual Container. The City may waive the two-year mandatory relabeling requirement, at its sole
28 option, for Containers with particularly long-lasting stickers.

29
30 **3.1.14.5 Container Weights**

31
32 The Contractor shall not be required to lift or remove materials from any Container exceeding the safe
33 working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the
34 combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road
35 weight limits.

36
37 **3.1.14.6 Container Removal Upon City or Customer Request**

38 The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days
39 of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the
40 City's request. The contents of removed Containers shall be managed as if they were collected on a regular
41 route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal
42 or recycling of materials accumulating in the Contractor's Container at the former Customer's location
43 after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to
44 remove Containers within the specified timeline shall be subject to the same performance fees as delayed
45 Container delivery for that Customer sector.

1 **3.1.15 Inventory of Vehicles and Facilities**

2
3 The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a
4 complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The
5 inventory shall include each vehicle (including chassis model year, type of body, material collected,
6 capacity, model, and vehicle identification number) and each facility to be used in performance of this
7 Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities
8 from time to time, and shall include the revised inventory in the monthly report provided for in Section
9 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract
10 at least equal to those levels described in the initial inventory.

11
12 **3.1.16 Spillage**

13
14 All loads collected by the Contractor shall be completely contained in collection vehicles at all times,
15 except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared
16 frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

17
18 Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during
19 collection shall be immediately cleaned up or removed by the Contractor at its sole expense. Any spillage
20 or leakage entering the City's municipal storm system shall be cleaned solely by City staff and the
21 Contractor shall be billed for said cleaning services. The Contractor shall document the leakage or spillage,
22 including taking pictures before and after clean-up or removal, and shall provide this documentation to
23 the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for
24 performance fees, as described in Section 5.1 and may be subject to fines pursuant to KMC 15.52 and
25 1.12. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately on
26 its designated spill hotline (425-587-3900) and, likewise, expressly acknowledges it is solely responsible
27 for any local, state, or federal violations, which may result from said leakage or spillage.

28
29 Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City
30 shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall
31 document the reported leak or spillage, who reported the incident, and measures made to correct the
32 incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure
33 of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

34
35 Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the
36 Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply
37 shall be cause for performance fees, as described in Section 5.1.

38
39 **3.1.17 Pilot Programs**

40
41 The City may wish to test and/or implement one or more new services or developments in waste stream
42 segregation, materials processing, or collection technology at some point during the term of this Contract.
43 The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to
44 implement a pilot program or of its intentions to utilize a new technology system on a city-wide basis, or
45 as negotiated between the City and Contractor. The costs (or savings) accrued by city-initiated pilot
46 programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires
47 to incorporate the service or development represented in the pilot program in the terms of this Contract,

1 the City and Contractor each agrees to negotiate in good faith and in accordance with Section 7.14 to
2 include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

3
4 Contractor-initiated pilot programs shall require prior written notification to and written approval by the
5 City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the
6 Contractor's Customers; however, savings accrued may be subject to negotiations prior to
7 implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported
8 to the City in the monthly reports described in Section 3.3.4.1. The Contractor shall not be required to test
9 or implement any pilot program, new technology, service or development unless the terms and conditions
10 thereof (including any savings or additional compensation to Contractor) have been mutually agreed in
11 writing by the City and Contractor.

12 13 **3.1.18 Disruption Due to Construction**

14
15 The City reserves the right to construct any improvement or to permit any such construction in any street
16 or alley in such manner as the City may direct, which may have the effect for a time of preventing the
17 Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the
18 City shall develop a reasonable workaround to enable the Contractor to, by the most expedient manner,
19 continue to collect Garbage, Recyclables, and Compostables to the same-nearest extent possible as
20 though no interference existed upon the streets or alleys normally traversed. This shall be done at no
21 extra expense to the City or the Contractor's Customers.

22 23 **3.1.19 Contractor Planning and Performance Under Labor Disruption**

24
25 No later than ninety (90) days prior to the expiration of any labor agreement associated with services
26 performed under this Contract, the Contractor shall provide the City with its planned response to labor
27 actions that could compromise the Contractor's performance under this Contract. The Contractor-
28 prepared Strike Contingency Plan shall address in detail:

- 29
30 1. The Contractor's specific staffing plan to cover Contract services, including identification of staff
31 resources moved from out-of-area operations and the use of local management staff to provide
32 basic services. The staffing plan shall be sufficient to provide recovery of full operations within
33 one week following the initiation of the disruption.
34
35 2. Contingency training plans to ensure that replacement and management staff operating routes
36 are able to continue to collect route data and follow collection and material delivery procedures
37 for all material streams collected from Customers.
38
39 ~~2-3.~~ Identification of temporary Drop-box Containers or staffed packer truck locations for all material
40 streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor
41 shall list the property owner/lessee's contact information and the date on which permission for
42 temporary use was received. The City shall review these locations, after which the City shall
43 approve or deny in writing use of specific locations.
44
45 ~~3-4.~~ A recovery plan to address how materials will be collected in the event of a short-notice disruption
46 that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat
47 strike) within one week following the initiation of the disruption.

1
2 The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis,
3 specifically during the period surrounding the end of employee contracts with Contractor employees. In
4 the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall
5 inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as
6 well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the
7 close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the
8 areas (per a detailed map) and customer counts of served and un-served customers by material stream
9 and service sector.

10
11 The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and
12 Recyclables collection Customers missed during the preceding week.

13
14 In the event that a disruption lasts more than one full Single-family Residential collection cycle, the
15 Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for
16 Customer use for each affected material stream in approved locations throughout the affected route
17 areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge
18 on the next regular collection cycle for each material.

19
20 The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate
21 minus the disposal component on the Customer's next regular invoice.

22
23 The City and Contractor agree that the following special compensation and performance fees reflect the
24 best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay
25 the City monthly by the tenth day of the following month:

- 26
27 1. A cost reimbursement amount of ten thousand dollars (\$10,000.) for each day of Labor Disruption
28 to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
29 2. A performance fee of twenty thousand dollars (\$20,000.) a day for each day of Labor Disruption
30 from the 1st day to the 7th day of the Labor Disruption;
31 3. A performance fee of forty thousand dollars (\$40,000.) a day for each day of Labor Disruption
32 from the 8th day to 14th day of the Labor Disruption; and
33 4. A performance fee of sixty thousand dollars (\$60,000.) a day for each day of Labor Disruption for
34 every day beyond the 14th day of Labor Disruption.

35
36 The performance fees listed as 3-2 through 4, above, are intended to apply to any complete work stoppage
37 where alternative but substantially equivalent service by non-striking employees is not provided by the
38 Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor
39 through the employment of non-striking employees at any point during the course of the labor disruption,
40 the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on
41 a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day.
42 Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure
43 period opportunity or rectification process; provided, however, that the City may elect to receive the
44 equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

45
46 The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section
47 shall be subject to a special fee of twenty thousand dollars (\$20,000) per day for its non-compliance during

1 the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's
2 failure to plan and execute the provisions of this section. The special fee shall be paid to the City within
3 thirty (30) days of the Contractor's receipt of the City's invoice.

4
5 Fees paid by the Contractor under the terms of this Section 3.1.19 are not regular performance fees for
6 the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold
7 referenced in Section 5.2 (6).

8
9 [Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant](#)
10 [to this section shall be maintained in confidence by the City to the maximum permissible extent under](#)
11 [applicable law.](#)

12 13 **3.1.20 Site Planning and Building Design Review**

14
15 The Contractor shall, upon request and without additional cost, make available site planning assistance to
16 either the City and/or property owners. The site planning assistance shall be available for all new
17 construction or remodeling of buildings and structures within the Service Area, and shall address the
18 design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the
19 site of the proposed construction or remodeling project. Contractor planning assistance for optimizing
20 loading docks and other areas shall also be available for existing building managers when realigning
21 Garbage, Recyclables and Compostables services.

22 23 **3.1.21 Safeguarding Public and Private Facilities**

24
25 The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities
26 whether located on public or private property, including street curbs. If such improvements, facilities,
27 utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the
28 City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the
29 City for repairs. If the damage creates an immediate public safety issue that requires an immediate
30 response, the Contractor shall, along with notifying the City immediately in writing, call the City to inform
31 them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City shall
32 cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of
33 doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the
34 Contract. The City shall not be liable for any damage to property or person caused by the actions of the
35 Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal
36 implications from said actions.

37 38 **3.1.22 Transition and Implementation of Contract**

39
40 The Contractor shall develop, with the City's input and prior written approval, and submit to the City no
41 later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation
42 Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family,
43 Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different
44 activities and events will occur, including details of Container delivery, how different events impact other
45 events in the timeline and the process to be used to ensure that implementation occurs with no
46 disruption. The Transition and Implementation Plan shall cover the entire period following the Date of
47 Execution of this Contract, up through and including the six (6) month period following the Date of

1 Commencement of Service. The Contractor shall separately describe in detail what is involved with each
2 of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically
3 address how the Contractor intends to proceed in the event of inclement weather and what contingency
4 plans will be in place to accelerate implementation if Container delivery or other planned activities are
5 impacted by inclement weather.

6
7 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,
8 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs
9 associated with the website ordering services, and of all new and continuing service and educational
10 materials described above and needed to comply with the Transition and Implementation Plan outreach
11 described in this section of the Contract.

12
13 Any additional promotional, educational, informational, and outreach materials provided by the
14 Contractor to Customers in connection with the initial transition and implementation of the Contract shall
15 be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City,
16 at the Contractor's cost, and subject to the City's prior review and written approval and the City's final
17 approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of
18 the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient
19 time for the City prior review and written approval.

20 21 **3.1.23 Hiring Preference**

22
23 For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give
24 hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers
25 who serviced City of Kirkland routes for the previous hauler at the time that the previous collection
26 contract(s) expired and have been displaced as a result of the City awarding this Contract, provided that
27 such workers are fully qualified and meet the Contractor's standards for employment.

28
29 Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the
30 Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and benefit
31 accruals earned as of the date of displacement. To the extent application of the Contractor's collective
32 bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit
33 accrual will be maintained at the current rate until such time as the applicable bargaining agreement
34 provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any
35 required COBRA payment made in order to retain health care coverage during the time period between
36 displacement and when the worker would become eligible for such benefits under the Contractor's
37 bargaining agreement.

38 39 **3.1.24 Performance Review**

40
41 The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the
42 Contractor's performance under this Contract. If conducted, the performance review shall include, but is
43 not limited, to a review of the Contractor's performance relative to requirements and standards
44 established in this Contract, including Customer service standards. The Contractor agrees to fully
45 cooperate with the performance review and work with City staff and consultants to ensure a timely and
46 complete review process.

1 The results of the performance review shall be presented to the Contractor within thirty (30) days of
2 completion. Should the City determine that the Contractor fails to meet the Contract performance
3 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The
4 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's
5 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the
6 Contractor additional time to comply, accept other remedies for the service failure or proceed with the
7 contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.

8
9 The costs of the development and implementation of any action plan required under this Section 3.1.25
10 [24](#) or Section 5.1 [for the purpose of addressing failures on the part of the Contractor to perform in](#)
11 [accordance with the terms and conditions of this Contract](#) shall be paid for solely by the Contractor, and
12 the costs of developing or implementing such action plan may not be passed on to Customers or the City,
13 or included in rates or fees charged Customers.

14
15 The City may, at its option, [and upon reasonable notice to the Contractor](#), design and implement an
16 alternative annual Contract compliance monitoring program with or without Contractor performance
17 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good
18 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data.
19 The City shall bear the costs of staff, City-retained consultants and performance incentives (if used) and
20 the Contractor shall bear the costs of staff and route costs to perform the monitoring.

21 22 **3.1.25 Continual Monitoring and Evaluation of Operations**

23
24 The Contractor's supervisory and management staff shall be available to meet with the City at either the
25 Contractor's office or Kirkland City Hall, at the City's option, on a weekly basis during the first six months
26 of the contract and monthly throughout the term of the Contract to discuss operational and Contract
27 issues.

28
29 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the
30 provisions of this Contract is maintained.

31
32 The City may periodically monitor collection system parameters such as participation, Container
33 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with
34 the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize
35 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to
36 equipment, processing facilities, route and Customer service data, safety records, and other applicable
37 information. The City's review of Contractor activities and records shall occur during normal office hours
38 and shall be supervised by the Contractor's staff.

39 40 **3.1.26 Collection/Disposal Restrictions**

41
42 All Garbage collected under this Contract, as well as residues from processing Recyclables and
43 Compostables [\(to the extent required for the City to comply with its Solid Waste Interlocal Agreement](#)
44 [with Kingthe County\)](#), shall be delivered to the King County Disposal System, unless otherwise directed in
45 writing by the City.

1 Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and
2 instead prominently tagged with a written notice informing the Customer that King County does not
3 accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional
4 collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in
5 Section 5.1. The City shall not be liable or legally responsible in any way for the Contractor's awareness,
6 knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall
7 indemnify and hold the City harmless for any such damage or legal implications resulting from said
8 collection.

9
10 The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste
11 or other hazardous materials that are either restricted from disposal or would pose a danger to collection
12 crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected
13 materials listing why they were not collected and providing the Customer with a contact for further
14 information about proper disposal options for such materials.

15
16 Title to and liability for any Hazardous Waste , or for other materials or substances that are either
17 restricted from disposal or would pose a danger to collection crews (including but not limited to any
18 household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and
19 radioactive material) or the environment and that are included with any materials collected under this
20 Contract by Contractor despite The City's and Contractor's attempts to prevent the inclusion of such
21 materials shall not pass to Contractor, but shall remain with the party from whom such Hazardous Waste
22 or any such other materials or substances is received.

23
24 In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon
25 reasonable notice from the City, shall deliver collected Garbage from one or more routes to the designated
26 sorting site and shall coordinate with the City's ~~consultant~~ to ensure successful sampling. In the event
27 that the sorted Garbage requires delivery to a County authorized disposal site, the City shall pay the
28 Contractor for that delivery based on the Contractor's standard Container rental and hauling rates.

29
30 Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material;
31 provided, however, that the residual is appropriately disposed of within the King County Disposal System;
32 provided, further, that such recyclable material processing is undertaken with the prior written approval
33 of King County and the City and in accordance with the Amended and Restated Solid Waste Interlocal
34 Agreement between King County and the City of Kirkland effective as of November 6, 2013; and provided,
35 further, that the Contractor in all such instances shall charge Customers no more than the equivalent
36 Garbage disposal fee at within the King County Disposal System or such other disposal fee as the City
37 reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such
38 instances shall be no higher than those provided for in Attachment B.

39 40 **3.1.27 Direct Disposal Payment**

41
42 Upon 180 days written notice, the City may elect to pay disposal directly fees directly to King County,
43 subject to approval by the County and the City's compliance with any County requirements regarding
44 billing and payment. If the City elects to pay disposal fees directly, the Contractor shall:

- 45
46 1. Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage
47 from Customers in other jurisdictions;

2. Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County;
3. Track and report disposal quantities by route and average Container weights by Container size each month;
4. ~~Negotiate and formalize~~ Formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County;
5. Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Attachment B of the Contract; and
6. Participate in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract, the results of which will be used to update the disposal components listed in Attachment B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage (and any taxes or other fees related thereto), provided that the ~~Garbage has been collected only from applicable City Customers in accordance with this Contract~~Contractor has fully complied with the requirements of this Section 3.1.27, including with respect to the collection of Garbage from City Customers only and not in any event from customers in other jurisdictions.

3.1.28 Emergency Response

The Contractor shall provide the City with the use of the Contractor's labor and equipment for assistance in the event of a disaster or emergency declaration. Contractor services shall be provided immediately upon city directions and paid at the Contract rates in Attachment B.

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 3.3.4. The Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

3.2 Collection Services

3.2.1 Single-Family Residence Garbage Collection

3.2.1.1 Subject Materials

1 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence
2 Customers in, and adjacent to Garbage Cans, bags, and Garbage Carts. The Contractor shall offer carry-
3 out service to Disabled Customers at no charge (per Section 3.1.6).

4 5 **3.2.1.2 Containers**

6
7 The Contractor shall provide collection Containers to Customers at no charge. Garbage Carts shall be
8 delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's
9 initial request.

10 11 **3.2.1.3 Specific Collection Requirements**

12
13 The Contractor shall offer regular weekly collection of the following service levels:

- 14
15 1. One 10-gallon Garbage Cart;
- 16 2. One 20-gallon Garbage Cart;
- 17 3. One 35-gallon Garbage Cart;
- 18 4. One 64-gallon Garbage Cart; and
- 19 5. One 96-gallon Garbage Cart.

20
21 The Contract shall also offer a "super recycler" service of once per month collection of non-putrescible
22 waste in a 35-gallon Cart.

23
24 The Contractor shall change from weekly to every-other-week collection of Single-Family Garbage upon
25 at least 180 days prior written notice from the City. In the event that the City elects to reduce collection
26 frequency, the Contractor's rates for Single-Family Garbage collection shall be reduced by \$X.XX per
27 household per month for all Single-Family Garbage service levels, as annually adjusted by the provisions
28 of Section 4.2, starting the first month of the changed service. In the event that every-other-week
29 collection does not work as intended, the City may change service back to weekly, and the parties shall
30 negotiate in good faith to develop mutually acceptable terms regarding the timing and cost of a return to
31 weekly service.

32
33 Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move
34 Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container
35 capacity or the subscribed service level shall be collected and properly charged as Extra Units to the
36 Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at
37 no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate
38 recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be
39 collected without prior Customer notification, which shall be provided by the Single-Family Residence
40 Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

41
42 Collections shall be made from Single-Family Residences on a regular schedule on the same day and as
43 close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and
44 quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their
45 original set out location but in compliance with KMC 16.08.070. The Contractor may tag inappropriately
46 placed Containers not placed out in accordance with Kirkland Municipal Code.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

3.2.2 Single-Family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, without extra charge. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Attachment C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Attachment C list.

3.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 64-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less or more capacity than provided by the standard 64-gallon Recycling Cart.

Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request.

3.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location, and out of any Public Street, in an orderly manner.

The defined list of Residential Recyclables in Attachment C shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts

or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as described in Attachment C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Attachment C.

3.2.3 Single-Family Residence Compostables Collection

3.2.3.1 Subject Materials

Properly-prepared Compostables shall be collected each week from all participating Single-Family Residence Customers as part of basic Garbage collection services, without extra charge.

3.2.3.2 Containers

The Contractor shall provide Compostables Carts to Customers at no charge. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide ~~352-~~ or 64-gallon Compostables Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the default Compostables Cart. The Contractor shall also provide a smaller capacity Food Mini-can for Customers wishing to use a Container only for Food Scraps. The model Food Mini-can used by the Contractor shall be approved in writing by the City prior to the Contractor purchasing inventory.

Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft paper bags, reusable plastic bags, or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris." The Contractor shall maintain and have available for Customers a list of local retail stores that carry acceptable Kraft paper bags and reusable plastic Yard Debris bags. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall also make acceptable paper bags and reusable plastic Yard Debris bags available at its customer service center.

Compostables Carts shall be delivered by the Contractor to new Single-Family Residence Customers, Customers requesting a replacement Compostables Cart, and Customers that had previously rejected their Compostables Cart within seven (7) days of the Customer's initial request.

The Contractor shall provide and distribute to all requesting Single-Family Residence Customers a kitchen Food Scrap collection container, previously approved by the City in writing, with a capacity of approximately 9.6 quarts. The Contractor shall include instructional materials, subject to the City's prior written approval, with all kitchen Food Scrap collection containers. Distributed Food Scrap collection containers shall include at least two biodegradable liner samples, provided at the Contractor's cost.

The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers at the rate ~~established by the Contractor and approved by the City~~ provided in Attachment B.

The Contractor shall maintain and have available for Single-Family Residence Customers a list of local retail stores that carry acceptable biodegradable plastic or other material bags for Customers to use for the accumulation of Food Scraps to be placed in the Compostables Carts. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall also make acceptable biodegradable plastic or other material bags available at its customer service center.

3.2.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all Single-Family Residence Customers. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of 96 gallons may be charged as Compostables Extra Units in 32 gallon increments in accordance with Attachment B, provided that for two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge. The City shall designate no more than three storm events each calendar year.

The Contractor shall provide annual Christmas tree collection during the first two weeks of each year at no additional charge for both Single-family and Multifamily Customers, including those Multifamily Customers that do not subscribe to Compostables collection. Clean uncontaminated (e.g. no tinsel, unflocked) trees up shall be collected without further preparation. Customers shall be required to cut the trees into sections no longer than four feet and place trees in Compostable Carts wherever possible. Trees collected under this program shall not be considered Yard Debris Extra Units subject to additional fees. [Christmas tree](#) collection for Multifamily Complexes north of Forbes Creek Drive/NE 116th St shall occur on Mondays and Thursdays and south of Forbes Creek Drive/NE 116th St on Tuesdays and Fridays unless an alternative collection schedule is approved by Kirkland.

Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and out of the public street

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or next to Containers.

3.2.4.2 Containers

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall provide locks for Containers upon request and remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for either opening gates or unlocking containers. [Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Attachment B.](#)

Multifamily Complex and Commercial Garbage may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as ~~directed~~ [established](#) by the City.

3.2.5 Multifamily Complex and Commercial Recyclables Collection

3.2.5.1 Subject Materials

All properly prepared Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall be collected as part of the basic Garbage collection services, without extra charge and without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

3.2.5.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex and Commercial Customers requesting Containers.

The Contractor shall encourage and promote recycling and recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard

1 of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used
2 for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three
3 (3) days of the Customer's initial request. The Contractor may decline to collect Recyclables if the
4 Container in which they are placed by the Customer contains Excluded Materials or other materials that
5 do not conform to the definition of Recyclables or that do not meet specifications.

6 7 **3.2.5.3 Specific Collection Requirements**

8
9 Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently
10 if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular
11 schedule on the same day(s) of the week and as close to a consistent time as possible to minimize
12 Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-
13 disruptive, and quiet manner, and shall return Containers after emptying to the same location as found,
14 with their lids closed.

15 16 **3.2.6 Multifamily Complex and Commercial Customer Compostables Collection**

17
18 The Contractor shall provide Cart-based Compostables collection services on the City's approval to
19 requesting Multifamily Complexes and Commercial Customers ~~using Detachable Containers for Garbage~~
20 ~~service.~~ The City's role will be to approve Multifamily Complex and Commercial Customer applications
21 for composting service. The City will forward approved service requests to the Contractor for fulfillment
22 and will be responsible for all Customer and tenant education, outreach, and material assistance. The City
23 shall compensate the Contractor for the service at the rates in Attachment B and may choose to embed
24 the service in Garbage rates.

25 26 **3.2.6.1 Subject Materials**

27
28 The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or
29 Commercial Customer, subject to that Customer's continued compliance with material preparation
30 requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be
31 tagged in writing in a prominent location with an appropriate problem notice explaining why the material
32 was rejected.

33 34 **3.2.6.2 Containers**

35
36 Carts or Food Mini-Cans shall be provided to Customers as part of the service at no additional charge.
37 Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial
38 Customers within three (3) days of a Customer's initial request.

39
40 The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at the
41 rates set forth in Attachment B:

- 42
43 1. One 35-gallon cart (weekly)
44 2. One 64-gallon cart (weekly or semi-weekly)
45 3. Two 64-gallon carts (weekly or semi-weekly)
46 4. One 96-gallon cart (weekly or semi-weekly)
47

1 For Multif-Family Complex Customers, each service level shall be provided at each Garbage
2 enclosure/collection site as determined and requested by the City.

3.2.6.3 Specific Collection Requirements

6 Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-
7 weekly, as subscribed for and requested by Kirkland. Collections shall be made on a regular schedule on
8 the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion.
9 The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers
10 after emptying to the same location as found, with their lids closed.

12 Carts shall be lined by the Contractor upon initial delivery as well as after each collection cycle. The liners
13 shall be approved by the Contractor's composting facility and shall be provided at no additional cost to
14 the Customer. The Contractor shall also provide free cleaning of containers for each customer at least
15 once per year.

3.2.7 Drop-Box Container Garbage Collection

3.2.7.1 Subject Materials

21 The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance
22 with the service level selected by the Customer.

3.2.7.2 Containers

26 The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the
27 standards described in Section 3.1.15. Both Customer-owned and Contractor-owned Drop-box Containers
28 shall be serviced, including Customer-owned compactors.

30 The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty
31 containers by the Contractor to new and temporary Customers within three (3) business days after the
32 Customer's initial request.

3.2.7.3 Specific Collection Requirements

36 The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box
37 Containers on the same business day if the Customer's initial request is received by the call center before
38 or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call
39 center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box
40 Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall
41 be delivered to new Customers within one business day of their initial request.

43 The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures
44 at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the
45 Customer requests that Contractor deliver material to a facility other than the closest King County disposal
46 facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract,
47 and (3) Contractor delivers the material to such facility after advising the Customer in writing (e-mail is

1 [acceptable\) as to the basis of the additional time and/or mileage charges to be payable by the Customer](#)
2 [on account of such delivery\(ies\).](#)~~The Contractor may charge additional time or mileage only upon the~~
3 ~~Customers prior approval and only when the Customer direct material to a facility other than the closest~~
4 ~~King County disposal facility.~~

6 **3.2.8 Temporary (Non-Event) Container Customers**

8 The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-
9 box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within
10 twenty-four (24) hours after the Customer's initial request. The charges for temporary Detachable
11 Container service as listed in Attachment B shall include delivery, collection, distance, and disposal or
12 processing for Recyclables or Compostables. No additional fees other than those included in Attachment
13 B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables
14 collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than
15 ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.

17 **3.2.9 Special Event Services**

19 The Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to Customers
20 sponsoring special events within the Service Area at the rates listed in Attachment B. The Contractor shall
21 provide such Customers with assistance in determining Container needs and signage for Garbage,
22 Recyclables, and Compostables at the special events, including site visits and technical assistance to
23 ensure that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall
24 coordinate their efforts with the City, and provide such Customers and the City with a summary of the
25 volumes and tonnages of materials disposed of, and diverted for recycling and composting.

27 The Contractor shall provide special event services as a bundle, with each event provided collection of
28 Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The
29 provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written
30 approval of the City.

32 **3.2.10 City Services**

34 The Contractor shall provide collection of all on-street Litter and Recyclables receptacles and solar-
35 powered Garbage and Recycling kiosks within the City, as listed in Attachment E. For regular receptacles,
36 collection shall occur not less than three (3) times each week and up to five (5) times each week,
37 depending on season and need, at the discretion of the City. Collection of materials from solar-powered
38 kiosks shall occur when full as notified by each unit's wireless fullness level notification software.
39 Additional Litter and Recyclables receptacles and collection from additional solar-powered kiosks
40 purchased by the City may be added to the Attachment E list at the City's discretion, at no additional
41 charge. Containers, compactors and kiosks [owned by the City or leased from the Contractor](#) shall be
42 maintained and serviced by the Contractor in accordance with the manufacturer's recommendations and
43 costs of any service agreements shall be borne by the Contractor.

45 The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all the City -
46 owned municipal facilities as a part of this Agreement and at no additional charge. [The service levels for](#)

each City facility listed may be changed at the City's discretion at no additional cost to the City. ~~These As~~
of the date herein, these facilities include, but are not limited to consist of the following:

Facility	Service Address	Garbage	Recycling	Compost
City Hall	123 5 th Avenue	1 - 6yd 1x	1 - 6yd 1x	2 - 64g 1x
Cross Kirkland Corridor	Various	11 - 32 gal	11 - 32 gal	None
Everest Park	500 8 th St S	1- 4yd 3x	1 - 4yd 3x	None
Fire Station 21	9816 Forbes Creek Drive	1 - 2yd 1x	3 - 96g 3x	1 - 64g 1x
Fire Station 22	6602 108 th Ave NE	1 - 2yd 1x	2 - 96g 1x	1 - 64g 1x
Fire Station 25	12033 76 th Pl NE	1 - 2yd 1x	1 - 2yd 1x	None
Fire Station 26	9930 124 th Ave NE	1 - 2yd 1x	3 - 96g 1x	1 - 64g 1x
Fire Station 27	11210 NE 132 nd St	1 - 3yd 1x	1- 4yd 1x	None
Heritage Hall	203 Market Street	TBD	TBD	TBD
Juanita Beach Park	9703 Juanita Drive NE	1 - 8yd 3x	1 - 6yd 1x	2 - 64g 1x
Kirkland Justice Center	11750 NE 118 th St	1 - 4yd 2x	2 - 4yd 2x	2 - 64g 1x
Kirkland Maintenance Center	904 and 915 8 th Street	1 - 20yd 7x/mo, 1- 2yd 1x	1 - 6yd 1x, 1 - 3yd 1x, 1 - 64g 1x, 1 - 96g 1x	1 - 64g 1x
Kirkland Teen Union Building	354 Kirkland Avenue	TBD	TBD	TBD
Marina Park	Downtown Kirkland	TBD	TBD	TBD
North Kirkland Community Center	12421 103 rd Ave NE	1 - 2yd 1x	1 - 1yd 1x	1 - 64g 1x
Parks Maintenance Annex	1129 8 th Street	1 - 96g 1x	1 - 96g 2x	1 - 64g 1x
O. O. Denny Park	12032 Holmes Point Drive NE	1 - 8yd 3x	None	None
Peter Kirk Community Center	352 Kirkland Avenue	1 - 8yd 3x	1 - 6yd 1x	1 - 64g 1x

The Contractor shall provide once-per-week neighborhood parks Garbage and Recycling can service for up to two cans per park (including the provision of plastic bags to line the receptacles). To facilitate collection, each receptacle shall be installed, at the City's expense, at a mutually agreed upon location no more than 20 feet from the City right-of-way. The parks include, but are not limited to, the following:

Park	Service Address
Brookhaven	9911 NE 128 th St
Carillon Woods	5429 106 th Ave NE
Edith Moulton	NE 137 th St & 108 th Ave NE
Forbes Creek	11615 NE 106 th Lane
Hazen Hills	NE 132 nd St & 121 st Ave NE
Highlands	11210 NE 102 nd St
Houghton Neighborhood	10811 NE 47 th St
Josten	11140 NE 129 th St

Kingsgate	NE 140 th St & 116 th Ave NE
Kiwanis	1405 10 th St W
Mark Twain	10625 132 nd Ave NE
McAuliffe	10824 NE 116 th St
North Rose Hill Woodlands	9930 124 th Ave NE
Ohde Pea Patch	11425 Ohde Avenue
Reservoir	1501 3 rd Street
Rose Hill Meadows	8212 124 th Ave NE
South Rose Hill	12730 NE 72 nd St
Spinney Homestead	11710 NE 100 th St
Terrace	10333 NE 67 th St
Tot Lot	111 9 th Avenue
Van Aalst	335 13 th Avenue
Watershed	4500 110 th Ave NE
Windsor Vista	NE 141 st St & 111 th Ave NE

At any time during the Term of this Contract, the City may add up to five City facilities and up to five ~~two~~ additional City parks in addition to those listed above. ~~Additional Municipal facilities added during the term of the Contract shall also be provided provided collection at no additional cost, including new facilities developed within the Service Area, as well as municipal facilities in future annexation areas covered by this Contract,~~ provided that no more than two additional facilities or parks may be added per year without additional compensation to the Contractor.

In cases in which Garbage, Recyclables or Compostables are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Attachment B. For example, the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Compostables.

3.2.11 Community Events

The Contractor shall provide Garbage and Recycling services for the City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor.

The Contractor shall provide Garbage, Recycling, and Compostables collection services for up to six the ~~following~~ City or City-sponsored events each year at no charge to the City or users. Services and container capacity shall be coordinated with event staff to ensure that sufficient container capacity and collection frequency is provided by the Contractor.

~~These events shall include, but not be limited to:~~

— Fourth of July Celebration

- 1 ○ SummerFest
- 2 ○ Neighborhood Association Picnics — Up to 15 picnics per year
- 3 ○ Kirkland Downtown Association “Cleansweep”
- 4 ○ Juanita Friday Farmers’ Market
- 5 ○ Annual City Employee Recognition Celebration

6

7 ~~At any time during the term of this Contract, the City may add City or City Sponsored Community Events~~
8 ~~in addition to those listed above, provided that if the City adds more than one event every year, the~~
9 ~~Contractor may negotiate compensation for those additional events.~~ Additional event services for public
10 ~~(above the six provided at no cost each year)~~ or all events conducted by private Customers shall be
11 charged at the rate listed in Attachment B. Rates are all-inclusive for delivery, setup and collection of
12 containers.

13

14 3.2.12 On-call Bulky Waste Collection

15

16 The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and
17 Commercial Customers.

18

19 On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for
20 no more than the charge set forth in Attachment B to this Contract, with collection occurring no later than
21 five (5) business days after a Customer initial request.

22

23 Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours prior
24 to collection. The Contractor shall notify the Customer of the specific date that their item will be collected,
25 the charge that will be made to their next bill, and where the item should be placed for collection.

26

27 The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by
28 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall
29 direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky
30 Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

31

32 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,
33 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a
34 monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the
35 hours and days specified in Section 3.1.4, with the exception that Saturday collection is permissible if it is
36 more convenient for Customers. The Contractor’s crews shall make collections in an orderly, non-
37 disruptive and quiet manner.

38

39 3.2.13 Excluded Services

40

41 This Contract does not include the collection or disposal of Hazardous Waste.

42

43 3.3 COLLECTION SUPPORT AND MANAGEMENT

44

45 3.3.1 General Customer Service

46

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- Answering Customer telephone calls, texts, chat, and/or e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Handling Commercial and Multifamily ~~Complex~~ Customer subscriptions and cancellations;
- Handling of ~~G~~garbage and ~~yard-waste~~Compostables ~~E~~extra Unit credit appeals
- Handling of Single-Family Residential service changes as request by owner or tenant
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Maintaining and updating regularly as necessary a user-friendly internet website.
- Maintaining and updating regularly as necessary a user-friendly mobile application.

These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Attachment B.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within twenty-five (25) miles of the City's corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. The holiday collection schedule described in Section 3.1.7 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for city-use during all hours, including normal office hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.2

3.3.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from all Customers without delay. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than telephone, including letters, e-mails, text messages or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and

1 service requests in a timely manner, the Contractor shall increase staffing levels to meet performance
2 criteria.

3
4 The Contractor shall provide additional staffing during the transition and implementation period, and
5 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth
6 month after the Date of Commencement of Service, to ensure that sufficient staffing is available to
7 minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for
8 increased staffing levels during the transition and implementation period. Staffing levels during the
9 transition and implementation period shall be subject to the City's prior review and approval.

10 11 **3.3.2.2 City Customer Service**

12
13 The Contractor shall maintain staff that has management level authority to provide a point of contact for
14 the majority of inquiries, requests, and coordination covering the full range of Contractor activities related
15 to this Contract. Duties include, but are not limited to:

- 16
17 • Assisting staff with promotion and outreach to Single-Family Residences, Multifamily Complexes,
18 Commercial Customers, and special events;
- 19 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and
20 inquiries; and,
- 21 • Assisting the City with program development and design, research, response to inquiries, and
22 troubleshooting issues.

23
24 A Contractor-designated service expert shall be immediately accessible by staff to address emerging
25 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the
26 City's leaving or sending a message.

27
28 Should the Contract fail to meet the City expectations for customer service as described herein, the
29 Contractor shall be assessed performance fees in accordance with Section 5.1.

30 31 **3.3.2.3 Service Recipient Complaints and Requests**

32
33 The Contractor shall record all complaints and service requests, regardless of how received, including
34 date, time, Customer's name and address, if the Customer is willing to give this information, method of
35 transmittal, and nature, date and manner of resolution of the complaint or service request in a
36 computerized daily log. Any telephone calls received through the Contractor's non-office hours voice mail
37 or answering service shall be recorded in the log the no later than by the following business day. The
38 Contractor shall make a conscientious effort to respond directly to the Customer and resolve all
39 complaints within twenty-four (24) hours of the original phone call, letter, or internet communication,
40 and service requests within the times established throughout this Contract for various service requests. If
41 a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in
42 the log, along with a description of the Contractor's efforts to resolve the complaint or request.

43
44 The Customer service log shall be available for inspection by the City, or its designated representatives,
45 during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall
46 provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City
47 with the monthly report.

3.3.2.4 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be place on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office – both the Customer Service Office and the Customer Service Center – is closed.

A Customer calling into the Customer service phone lines and placed on hold shall hear either the City - specific messages or messages that are applicable and not misleading to Customers.

3.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

3.3.2.6 Contractor Internet Website

The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, day of collection map that is dated as of the last change and always current, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and

not more than six (6) hours from the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into a minimum of four (4) languages other than English, including Spanish, Chinese, Russian, and one other language to be identified by the City. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

3.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-Family Residence, Multifamily Complex and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to assist them in providing excellent customer service. The Contractor shall provide the City with internal customer service representative training and support information specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

3.3.2.8 Customer Communications

All Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution.

The City and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

3.3.3 Contractor's Customer Billing Data Responsibilities

The Contractor shall be responsible for providing electronic customer billing data to the City in a format and on a schedule that is compatible with the City's billing system and procedures. The City bills its utility customers every two months. In order to manage the billing processes and cash flow, the City currently

bills in eight cycles (1-8), subject to change by the City. Cycles 3, 6, 8 are billed every even month; Cycles 1, 2, 4, 5, and 7 are billed every odd month. The Contractor shall supply information to the City sorted by the City's individual billing cycle. This format and procedure may change during the term of the Contract and any such changes by the City shall be accommodated by the Contractor at its sole cost.

The Contractor shall be required to have procedures in place to minimize the potential for the loss or damage of the account servicing (customer service, service levels, and billing history) database. The Contractor shall ensure that a daily backup of the account servicing database is made and stored off-site. At the City's request, the Contractor shall also provide the City with a copy of the full customer service database via e-mail on a monthly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational programs, analyze service level shifts or rate impacts, or to provide information to successor contractors.

Upon five (5) working days written notice, the Contractor shall provide the City with a paper and/or electronic copy of the requested customer information and history, including, but not limited to, customer addresses, service levels and current account status.

3.3.3.1 Single-Family Residential Billing

The City will prepare and send out bills to its residential customers. The Contractor shall provide the City with billing information that will be downloaded as specified in subsections (A), (B), and (C) as follows:

A. Residential Variable Rates

Each month, the City shall generate from its billing system a summary report of the number of Residential accounts at each Single-Family Residential service level, as listed Attachment BC. By the 20th of each month, the City will submit this report to the Contractor. The Contractor shall use this report to generate a monthly bill to the City and to verify the number of accounts at each service level. The Contractor shall compare the Contractor's and City's residential service level counts each month. If there are discrepancies between the City's and Contractor's records, the Contractor shall resolve these discrepancies with City Utility Billing staff within the billing period. The Contractor shall work with the customer and the City regarding service disputes which affect billing and determine whether credits or adjustments are due to the City and forwarded to the customer. A report of all adjustments to customer accounts shall be submitted to the City on a weekly basis.

At the City's request, the Contractor shall submit on a weekly basis, a billing worksheet (electronic copy) to the City that shall include a listing of all City Single-Family customers containing:

- Customer Name
- Service Address
- Contractor Reference Number
- City Reference Number
- Level of Service
- ~~Contractor Cost~~ Wholesale Rate to City
- ~~City Cost~~ Retail Rate to Customer
- Total ~~Cost~~ Charge to City
- Number of "extra" Bags Extra Units Collected in that Month.

- Number of CFL Bags Collected in that Month

B. Billing for "Extra" Garbage

The Contractor shall submit by ~~the~~ 8:00 ~~AM~~ ~~a.m.~~ ~~each on the~~ Wednesday ~~of each week~~ and ~~at the~~ ~~end~~ ~~second~~ ~~workday~~ of each month, a text file of "extra" charges, both for extra bags of Garbage and extra bags of Compostable materials, recorded during the previous week and month. These weekly and monthly submittals must be sorted by the City's billing cycles (currently eight (8)), in individual files by cycle. The files shall include:

- Customer Name
- Service Address
- Quantity of Extra Units of Garbage
- Quantity of Extra Units of Compostables
- [Wholesale Rate to City](#)
- [Retail Rate to Customer](#)
- [Total Charge to City](#)
- ~~City Cost~~
- ~~Total Cost~~
- City Reference Number

C. Tracking and Communicating Customer Service Levels

The Contractor shall receive all customer service change information directly from existing ~~C~~customers, including receiving the ~~C~~customer's request and logging the change. The Contractor shall submit by 8:00 AM each Wednesday, a text file of customer service changes recorded during the previous week and at the end of each month for changes recorded for the previous month. The City shall handle all *new* account set-ups and will communicate these to the Contractor similarly on a daily basis by service requests faxed to the Contractor.

The weekly service level change report must contain this information:

- City Reference Number
- Date Account Changed
- Customer Name
- Service Address
- Service Changed To
- Service Code
- Reason
- Description
- Billing Cycle

3.3.3.2 Multifamily [Complex](#) and Commercial Billing

The Contractor shall handle all ~~M~~multifamily [Complex](#) and ~~C~~commercial billing requests including change of ownership (closing accounts, opening new accounts) and change of service levels. The Contractor shall accurately manage and communicate the ~~M~~multifamily [Complex](#) and ~~C~~commercial customer service levels and billing information database for review by the City at any time. The Contractor shall submit a

complete list of Customers, their service address, and level of service in a monthly report to the City. Any changes from the previous month's report shall be highlighted on this report for easy retrieval.

Each account shall be assigned a City reference number. The Contractor-City shall ensure that all new accounts are assigned an appropriate City reference number and billing cycle by City billing staff and that this number is included in all relevant transactions.

Six (6) separate electronic text documents and one .pdf, all sorted by billing cycle (City reference number), shall be submitted to the City on a monthly basis. The number of files is subject to change based upon the number of billing cycles established. Information shall include:

- Business-Customer Name
- Service Address
- City Reference Number
- Contractor reference number
- Level of Service
- Dates of Service
- Quantity
- Wholesale Rate to City
- Retail Rate to Customer
- Total Charge to City per cycle
 - Contractor Cost
 - City Cost
 - Total Cost per Cycle

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. At the City's request, the Contractor shall also provide the City with a copy of the Customer service database by e-mail or electronic media on a monthly basis. The City shall have unlimited rights to use the Customer service database, including, but not limited to, developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

3.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no cost to the City. In addition, the Contractor shall allow staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or Yard Debris/Organic Waste facility certified weight slips, and Customer charges and payments.

3.3.4.1 Monthly Reports

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On a monthly basis, by the 15th of each month, the Contractor shall provide a report containing the following information for the previous month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include:

1. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Compostables, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
2. A tabulation of the number of Single-Family, Commercial, and Multif-Family Complex accounts by service level/Container size, and service frequency.
3. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within ~~twenty-thirty~~ (320) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
4. Website utilization report showing total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as Kirkland may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multif-Family Complex and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables quantities, market prices, contamination levels and processing residues disposed as Garbage.
7. A list of current disposal or processing locations and fees per ton for each material collected.
8. A description of any vehicle accidents or infractions.
9. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services

10. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
11. A description of Contractor activities and tonnages related for city services and events.
12. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.
13. A summary of Customer metrics consistent with the fee reporting requirements of the Local Hazardous Waste Management Program for the purpose of paying quarterly fees.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size and serial number of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.

8. A list of Commercial Customers eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.
9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

~~11. A summary of Customer usage of the annual curbside cleanup program.~~

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twelve (12) ad-hoc reports each year, at no additional cost to the City. These reports may include [Customer service database](#) tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and [with Microsoft](#) software compatibility. These reports shall not require the Contractor to expend more than two hundred (200) staff hours per year to complete.

3.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Term of the Contract. Information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site [Commercial Recycling and Compostables](#) technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contract shall print and deliver an annual comprehensive service guide to each Single-Family Residential and Multifamily Complex customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites to encourage recycling participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection containers, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, upon the approval of the City and the request of a Commercial Customer or a tenant business, and at the Contractor's expense, conduct a site visit within one week of the request to review existing services, determine recycling potential, and assess space constraints for additional Containers.

Any additional promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention and recycling.

3.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 3.1.15.3, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

4. COMPENSATION

4.1 Compensation to the Contractor

The Contractor shall be paid monthly, by the fifteenth (15th) of the following month based on the documented and verifiable Contractor collection records provided that month for Multifamily Complex and Commercial Customers and any extra charges and for Single-Family Residence Customers as outlined in Section 32.3.3.1(A). These payments will comprise the entire compensation due to the Contractor for permanent collection services. The Contractor shall separately invoice and collect payment directly from Customers for temporary Detachable Container and Drop-box Container services. ~~These charges~~The Contractor shall be compensated at the rates provided in Attachment B, as such may be adjusted in accordance with this Contract, ~~include the following components which rates are inclusive of the following costs:~~

a) The Contractor's Garbage collection fee for the particular service level

b) A disposal fee component for the particular service level based on the container weights specified in the Contractor's proposal and listed in Attachment B. Actual certified load weight in tons multiplied by the King County tipping fee plus fifteen percent (15%) applicable to the Container contents shall be used for Drop-box Garbage Container services.

c) Recycling collection charges for each sector (e.g. Single-Family Residential, Multifamily Complex Residential, and Commercial Customers)

d) For Single-Family rates only, Compostables collection costs

e) The costs of Recycling Carts, Compostables Carts, Garbage Carts, Food Mini-cans and Multifamily/Commercial Recycling Carts, and Detachable Containers used for Garbage or Commercial Recyclables, but not including Drop-boxes for which separate rental charges shall be assessed Other ancillary services shall be charged at the rates shown in Attachment B, as such may be adjusted in accordance with this Contract. City, County and State solid waste taxes shall be itemized separately and added to the charges listed in Attachment B, if applicable. The Contractor shall not charge separately for Recyclables or Single Family Residential Yard Debris collection services, other than those beyond the limits set forth in this Contract.

Should the City initiate any program that bans materials (other than Yard Debris) or penalizes the customer for the composition of such customer's waste stream, the rates shall be adjusted to make the effect on revenue neutral to the Contractor.

The Contractor shall be responsible for monitoring service level usage for all customers and for subsequently billing the City based on that usage, in accordance with the fees provided in Attachment B, Contractor Charges. The City reserves the right to institute incentive rate structures for its customers independently of the fees paid to the Contractor for each service level.

1 The City is responsible for billing the Customer and assumes all collection risk and other bad debt. The
2 City shall compensate the Contractor for the services actually performed by Contractor under this
3 Contract, regardless whether the City obtains payment from the Customer.
4

5 In the event that the Contractor or a Customer desires solid waste-related services not specifically
6 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in
7 writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs.
8 Upon the City's written approval, the Contractor may provide the requested services and,
9 notwithstanding the provisions of Section 7.12, may be authorized to directly invoice the Customer the
10 Contractor's retail rate for those services. In no case shall the Contractor provide unauthorized services
11 or charge unauthorized rates.
12

13 The City provides Senior low-income and/or disabled resident discounts to certain Single-family
14 Residential Customers meeting the City's eligibility criteria. The City shall provide the Contractor with an
15 initial list of eligible accounts and shall provide the Contractor with provisions of the City's ordinance so
16 that the Contractor may implement the policy for Customers requesting the discount in the future. The
17 Contractor's compensation from the City will not be reduced for those Customers.
18

19 **4.2 Compensation Adjustments**

20 **4.2.1 Annual CPI Modification**

21
22
23 The Contractor's collection service charges and miscellaneous fees and Contract options contained in
24 Attachment B, excluding waste disposal fees, for each level of service shall increase each year by one
25 hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the
26 Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical
27 Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of
28 Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12)
29 month period ending June 30th of the previous year that the request for increase is made. For example,
30 an adjustment to the Contractor's collection service charge for 2018 will be based on the CPI for the twelve
31 (12) month period ending June 30, 2017.
32

33 In the event that the CPI index series decreases year-to-year, the service component of Contractor rates
34 shall remain unchanged, and the successive year's adjustment shall be based on the most recent June 30th
35 CPI index value which yielded a positive year-to-year adjustment. In the event that the CPI index series
36 increases over six percent (6%) year-to-year, the actual adjustment used shall be capped at six percent
37 (6%).
38

39 Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01).
40 Fractions less than one cent (\$0.01) shall not be considered when making adjustments.
41

42 The Contractor's compensation shall be adjusted annually, beginning January 1, 2019. The Contractor shall
43 submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement,
44 calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2018. In
45 the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall
46 calculate and unilaterally implement a rate adjustment based on the best available information as of
47 October 1st of that year for the applicable period and the Contractor shall lose the right to appeal this

1 action. On the City's review and verification, the new rates shall take effect on January 1st of the following
2 year. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment D.

3 4 **4.2.2 Changes in Disposal Fees**

5
6 Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in
7 County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component
8 of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal fee
9 applied to the disposal components included in Attachment B of this Contract. Disposal fee changes shall
10 be effective on the date of the County's implementation, provided that the Contractor has provided
11 Customers proper notification of the change in accordance with State law.

12
13 An example of rate modifications due to disposal fee changes is provided in Attachment D.

14 **4.2.3 Changes in Garbage Disposal and Compost or Compostables Processing Sites**

15
16 The City and the Contractor agree that the Attachment B rates reflect the continued use of the County's
17 Houghton Transfer Station. In the event that the City or County direct the Contractor to use the County's
18 Shoreline Transfer Station on a temporary or permanent basis, the Contractor's monthly compensation
19 paid by the City shall be adjusted by \$ _____ per weekday the Contractor is required to use the Shoreline
20 Transfer Station. If the Contractor is required by the City or other governmental authority to use a
21 Garbage disposal facility other than the County's Houghton or Shoreline Transfer Stations, or
22 Compostables processing sites other than those being used at the initiation of this Contract, the
23 Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost
24 or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a
25 case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the
26 Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to
27 negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs
28 or savings. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these
29 costs or savings.

30
31 ~~If the County's Houghton Transfer Station becomes unavailable for more than one week and the~~
32 ~~Contractor is required to haul Garbage to an alternative County disposal location in excess of ten (10)~~
33 ~~miles from the intersection of NE 112th St and 108th Avenue NE, the Contractor shall be allowed~~
34 ~~additional compensation at the WUTC rate per mile per truck trip above the ten (10) mile limit. The~~
35 ~~amount of per mile compensation and the formula for how the compensation is applied (other than the~~
36 ~~ten (10) mile threshold) shall be applied in accordance with the then current WUTC tariff for the~~
37 ~~Contractor's WM Sno King WUTC tariff.~~

38 If the Contractor is required by the City or other governmental authority to use a particular composting
39 facility, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any
40 additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this
41 contract in such case will be adjusted so as to pass through any resulting additional costs incurred by the
42 Contractor to the City or any additional savings to the Contractor to the City. The City and Contractor
43 agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any
44 costs or savings.

1 If the Contractor is no longer be able to find a processing site for all collected Compostables, after a good
2 faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the
3 collection of affected components of Compostables, such as Food Scraps, from the Contract and the City
4 and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the
5 Contractor is subsequently able to find a processing site for Compostables or the site that was originally
6 used for processing Compostables is able to resume taking the dropped materials, the City reserves the
7 right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for
8 the reduction in service.

10 **4.2.4 Other Modifications**

12 Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify
13 rates due to employee wage increases, changes in Compostables processing fees, changes in commodity
14 value, Garbage collection service level shifts, or other changes affecting the collection system.

16 In the event that unforeseen temporary market circumstances prevents or precludes compliance with the
17 recycling ~~and composting~~ requirements of Section 3.1.11 the Contractor may request a temporary
18 adjustment or other relief from the requirements of that Section 3.1.11. The City may request any and
19 all documentation and data reasonably necessary to evaluate such request by the Contractor, and may
20 retain, at its own expense, an independent third party to audit and review such documentation and such
21 request. If such third party is retained, the City shall take reasonable steps, consistent with State law, to
22 protect the confidential or proprietary nature of any data or information supplied by the Contractor.

24 The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon the
25 City's review of the Contractor's request, the City shall approve or deny the request, at its sole discretion.

27 If an unforeseen market circumstance persists more than nine (9) months, the Parties agree to engage in
28 good faith negotiations to determine a mutually acceptable course of action, including but not limited to
29 eliminating the materials from the list of Recyclables, changing Customer preparation requirements,
30 modifying Contractor rates, or any other mutually-agreeable solution.

31 The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon the
32 City's review of the Contractor's request, the City shall approve or deny the request, at its sole discretion.

34 **4.2.5 New or Changes in Existing Taxes**

36 If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing
37 taxes (other than federal taxes) are changed, or new road or bridge tolls necessarily affecting the
38 Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the
39 impact of these changes results in increased or decreased Contractor costs in excess of ten thousand
40 dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the
41 adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the
42 Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting
43 additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to
44 the City. The Contractor and City shall enter into good faith negotiations to determine whether
45 compensation adjustments are appropriate for the amount exceeding the ten thousand dollar (\$10,000)
46 aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the

1 ~~method of adjustment. If new municipal, county, regional or Washington State taxes or fees are imposed~~
2 ~~or the rates of existing taxes are changed after the Date of Execution of this Contract, and the impact of~~
3 ~~these changes results in increased or decreased Contractor costs in excess of ten thousand dollars~~
4 ~~(\$10,000) annually, the Contractor and the City shall enter into good faith negotiations to determine~~
5 ~~whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollar~~
6 ~~(\$10,000) threshold and if so, to determine the amount and the method of adjustment.~~

7
8 ~~In the event that new road or bridge tolls are implemented that affect the Contractor's operations under~~
9 ~~this Contract following its Date of Execution, the City and Contractor agree to enter into good faith~~
10 ~~negotiations to adjust compensation accordingly, without meeting the ten thousand dollar (\$10,000) cost~~
11 ~~threshold referenced in the preceding paragraph.~~

13 4.2.6 Changes in Service Provision

14
15 In the event that either the Contractor or the City initiates any changes in how Contract services are
16 provided that reduce Contractor costs and cause adverse Customer impacts, the Contractor shall promptly
17 notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the
18 subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent
19 (50%) of the cost savings.

21 4.3 Change in Law

22
23 Except to the extent addressed otherwise in this Contract, cChanges in federal, State, or local laws or
24 regulations that result in a detrimental change in circumstances or a material hardship for the Contractor
25 in performing this Contract may be the subject of a request by the Contractor for a rate adjustment,
26 subject to review and approval by the City, at the City's sole option ~~such approval not to be unreasonably~~
27 withheld. If the City requires review of financial or other ~~proprietary~~ information in conducting its rate
28 review under this provision, then, at the request of the Contractor, the City ~~shall~~ may retain a third-party
29 to review such information at the Contractor's expense, ~~and may take any other taking whatever steps it~~
30 ~~deems appropriate~~ are reasonably feasible, appropriate and lawful to protect the ~~confidential nature of~~
31 Contractor's documents ~~and preserve the Contractor's ongoing ability to remain competitive~~ identified as
32 confidential and proprietary by the Contractor.

34 5. FAILURE TO PERFORM, REMEDIES, TERMINATION

35
36 The City expects high levels of Customer service and collection service provision. Performance failures
37 shall be discouraged, to the extent possible, through specific performance fees for certain infractions and
38 through Contract default for more serious lapses in service provision. Section 5.1 details infractions
39 subject to performance fees and Section 5.2 details default provisions and procedures.

41 5.1 Performance Fees

42
43 The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's
44 compliance with the provisions and requirements of this Contract. In the event that the City's inspection
45 reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall
46 present a documented incident report to the Contractor detailing such unsatisfactory performance. The

Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification \$50.00 each incidence business day after notification	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers	One hundred dollars (\$100) per incident.

	Action or Omission	Performance fees
	requesting service after the Date of Commencement of Service.	
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
19	Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers.	Five thousand dollars (\$5,000) per route per day.
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
34	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

1 Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the
2 Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right
3 to exercise any and all remedies it may have with respect to these and other violations and breaches. The
4 performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as
5 described in Section 5.2.

6
7 Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the
8 Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days
9 of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue
10 penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments.

11
12 Any performance fees assessed against the Contractor may be appealed by the Contractor to the City
13 within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to
14 present evidence as to why the amount of the assessed performance fees should be lessened or
15 eliminated, including the provision of incorrect information provided by a previous contractor for contract
16 failures during the initial transition period. The City's decision shall be final.

17 **5.2 Contract Default**

18
19
20 The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In
21 addition, the Contractor shall be in default of the Contract should any of the following occur, including,
22 but not limited to:

- 23
24 1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or
25 fails to provide any portion of service under the Contract on the Date of Commencement of
26 Service, or for a period of more than five (5) consecutive days at any time during the term of this
27 Contract, except as provided pursuant to Section 3.1.19;
- 28
29 2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license
30 required by the City, County, or any federal, State, or other regulatory body in order to collect
31 materials under this Contract, or comply with any environmental standards and regulations;
- 32
33 3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
- 34
35 4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any
36 way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the
37 prior written permission of the City;
- 38
39 5. The Contractor fails to make any required payment to the City, as specified in this Contract;
- 40
41 6. The Contractor is assessed performance fees pursuant to Section 5.1 in excess of fifteen thousand
42 dollars (\$15,000) during any consecutive six (6) month period; or
- 43
44 7. The Contractor fails to resume full service to Customers within twenty-one days following the
45 initiation of a labor disruption pursuant to Section 3.1.19.
- 46

1 The City reserves the right to pursue any remedy available at law or in equity for any default by the
2 Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of
3 its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise
4 (including but not limited to a hazard to public health or safety or the environment) that does not allow
5 ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise
6 its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates
7 efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City
8 may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason
9 within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated
10 reason, then the City may at its option terminate this Contract effective immediately.

11
12 If the Contractor abandons or violates any ~~portion-material provision~~ of this Contract, fails to fully and
13 promptly comply with all its obligations, or fails to give any reason satisfactory to the City for
14 noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then
15 declare the Contractor to be in default of this Contract and notify the Contractor of the termination of
16 this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's
17 performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue
18 the services provided under this Contract. The surety of the Contractor's performance bond may, at its
19 option, within ten (10) days from such written notice, assume the services provided under this Contract
20 that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in
21 compliance with the terms and conditions of the Contract, and all documents incorporated herein.

22
23 In the event that the surety on the Contractor's performance bond fails to exercise its option within the
24 ten (10) day period, the City may complete the services provided under this Contract or any part thereof,
25 either through contract with another party or any other means.

26
27 The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance
28 bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such
29 additional sums as may be necessary to complete the services provided under this Contract, together with
30 any further damages sustained or to be sustained by the City. A surety performing under this Contract
31 shall be entitled to payment in accordance with this Contract for Contract services provided by the surety,
32 and shall otherwise be subject to the same rights and obligations with respect to the Contract services
33 furnished by the surety as would be applicable if the Contract services were to be performed by the
34 Contractor. The City's obligation to pay for such Contract services shall be subject to satisfactory
35 performance by the surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to
36 City on account of Contractor's abandonment or default.

37
38 If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental
39 costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor
40 and the surety on the Contractor's performance bond.

1
2
3 **6. NOTICES**
4

5 All notices required or contemplated by this Contract shall be in writing and personally served or mailed
6 (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by
7 the City:

8 To the City:

9 **John MacGillivray**
10 Solid Waste Programs Supervisor
11 Public Works Department
12 City of Kirkland
13 123 5th Avenue
14 Kirkland, WA 98033
15

16 To Contractor:
17
18
19

20 Copies to:
21
22
23
24
25
26
27
28
29
30

31 **7. GENERAL TERMS**
32

33 **7.1 Collection Right**
34

35 Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall
36 contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out
37 in the regular collection locations within the City Service Area. The City, by ordinance or other regulation,
38 or by other effective means, will make unlawful the provision by any third party of any of the services to
39 which the Contractor has the right by this Contract to be the exclusive provider. When asked by the
40 Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under
41 this Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of
42 litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such
43 litigation is necessary for the protection of such rights. The Contractor may independently enforce its
44 rights under this Contract against third party violators, including, but not limited to, seeking injunctive
45 relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the
46 Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph).
47 Such efforts may include but not be limited to cease and desist letters, assistance with documenting

1 ~~violations, and other activities as City staff time reasonably allows. The Contractor shall be the exclusive~~
2 ~~provider with which the City shall contract to collect Garbage, Recyclables and Compostables placed in~~
3 ~~designated Containers and set out in the regular collection locations within the Service Area. The City shall~~
4 ~~not be obligated to join, contribute to or instigate litigation to protect the right of the Contractor.~~

5
6 This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the
7 generator; to Source-separated materials hauled by common or private carriers (including drop-off
8 recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition
9 contractors in the normal course of their business.

10
11 The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage,
12 Recyclables, and Compostables once these materials are placed in Contractor-provided or the City-owned
13 containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables.
14 Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial
15 responsibility of the Contractor.

16 17 **7.2 Access to Records**

18
19 The Contractor shall maintain in its local office full and complete operations, Customer, financial, and
20 service records that at any reasonable time shall be open for inspection and copying for any reasonable
21 purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)
22 years thereafter, maintain in an office in King County reporting records and billing records pertaining to
23 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting
24 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall
25 not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and
26 deleted services provided under this Contract. The City shall be allowed access to these records for audit
27 and review purposes, subject to the same protections of the Contractor's financial or other proprietary
28 information set forth in Section 4.3.

29
30 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and
31 Compostables on request within two (2) business days of the request. The weight slips may be requested
32 for any period during the Term of this Contract.

33
34 ~~All records maintained hereunder are subject to disclosure under Washington's Public Records Act,~~
35 ~~Chapter 42.56 RCW.~~

36 37 **7.3 Insurance**

38
39 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds
40 the coverage set forth below, as determined in the sole reasonable discretion of the City. The cost of such
41 insurance shall be paid by the Contractor.

42
43 Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the
44 liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's
45 recourse to any remedy available at law or in equity.

1 **7.3.1 Minimum Scope of Insurance**

2
3 The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- 4
5 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles.
6 Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form
7 providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide
8 contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for
9 transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The
10 policy shall include a waiver of subrogation in favor of the City.
11
12 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a
13 substitute form providing equivalent liability coverage and shall cover liability arising from
14 premises, operations, independent contractors, products-completed operations, personal injury
15 and advertising injury, and liability assumed under an insured contract. There shall be no
16 endorsement or modification of the Commercial General Liability insurance for liability arising
17 from explosion, collapse, or underground property damage. The City shall be named as an
18 additional insured under the Contractor's Commercial General Liability insurance policy with
19 respect to the work performed for the City, using ISO additional insured endorsement CG 20 10
20 11 85 or a substitute endorsement providing equivalent coverage.
21
22 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
23 Washington.
24
25 4. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal
26 injury, property damage, cleanup costs, and legal defense expenses applying to all work
27 performed under the contract, including that related to transported cargo.
28

29 **7.3.2 Minimum Amounts of Insurance**

30
31 Contractor shall maintain at a minimum the following insurance limits:

- 32
33 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and
34 property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved
35 by a combination of primary and umbrella policies.
36
37 2. Commercial General Liability insurance shall be written with limits no less than three million
38 dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and
39 a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be
40 achieved by a combination of primary and umbrella policies.
41
42 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
43 Washington.
44
45 4. Contractor's Pollution Liability insurance shall be written with limits no less than five million
46 dollars (\$5,000,000) combined single limit for each pollution condition for bodily injury, personal
47 injury, property damage, cleanup costs, and legal defense expense.

1
2 **7.3.3 Other Insurance Provisions**
3

4 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile
5 Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:
6

- 7 1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its
8 officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage
9 maintained by the City shall be in excess of the Contractor's insurance and shall not contribute
10 with it. The City, its officials, employees, and volunteers shall be named as certificate holders and
11 additional insured's on the Contractor's insurance policy.
12
13 2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against
14 whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
15
16 3. Each insurance policy required by the insurance provisions of this Contract shall provide the
17 required coverage and shall not be suspended, voided, or canceled except after thirty (30) days
18 prior written notice has been given to the City. Such notice shall be sent directly to the City. If any
19 insurance company refuses to provide the required notice, the Contractor or its insurance broker
20 shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately
21 on receipt of insurers' notification to that effect.
22

23 **7.3.4 Acceptability of Insurers**
24

25 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIII.
26

27 **7.3.5 Verification of Coverage**
28

29 The Contractor shall furnish the City's Risk Manager and City Attorney Department with original
30 certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the
31 additional insured endorsement, evidencing the insurance requirements of the Contractor at least a
32 month before the Date of Commencement of Service of this Contract.
33

34 **7.3.6 Subcontractors**
35

36 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate
37 certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject
38 to all of the same insurance requirements as stated herein for the Contractor, including the requirement
39 that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's
40 insurance policy.
41

42 **7.4 Performance Bond**
43

44 The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond
45 or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in
46 the amount of two million dollars (\$2,000,000). The bond, letter of credit, or other similar instrument shall
47 be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of

credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

7.5.1 Indemnify and Hold Harmless

Each Party, its officers, employees, volunteers and agents, shall indemnify, hold harmless and defend the other Party, its officers, employees, volunteers and agents, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees, related to injuries, sickness or the death of any person, or damage to or destruction of any property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively, "Claims") arising out of, in connection with, or incident to the work and services performed under this Contract to the extent of such indemnifying Party's negligence; provided, however, that:

1. The indemnifying Party's obligation to indemnify, hold harmless and defend shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the non-indemnifying Party; and
2. It is specifically and expressly understood and agreed that the indemnification obligations of the Contractor hereunder constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes hereunder.

~~The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees, related to injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively, "Claims"), arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:~~

~~1. The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the City, its officers, agents, or employees.~~

~~2. The Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage, or destruction caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City, its officers, agents or employees, shall apply only to the extent of the Contractor's negligence.~~

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor (and if the Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall be

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entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section. The City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in enforcing Section 7.5.

7.5.2 Industrial Insurance Immunity Waiver

~~With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness, or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.~~

7.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof prepared in performance of this Contract (the "documents") and maintained or used by the City may be public records subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

~~If the City receives a request for inspection or copying of any such documents, the City will provide prompt notice of the same to the Contractor and thereafter exercise its best efforts, consistent with the requirement of the Public Records Act, to give the Contractor the opportunity to seek injunctive relief, if so desired. it shall promptly notify the Contractor in writing regarding the public records request. Consistent with its obligations under the PRA, the City will give the Contractor up ten (10) business days after such notification within which to seek a court order prohibiting the release of the documents. The City assumes no contractual obligation to enforce any exemption.~~

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract are a public record under the Public Disclosure Act, Chapter 42.56 RCW.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

1
2 **7.7.2 Assignment, Subcontracting, Delegation of Duties**
3

4 The Contractor shall not assign or sub-contract any of the services provided under this Contract or
5 delegate any of its duties under this Contract that directly affect Customers or the City without the prior
6 written approval of the City, which may be granted or withheld in the City's sole discretion.
7

8 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain
9 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other
10 obligor shall also become responsible to the City for the satisfactory performance of the services to be
11 provided under this Contract. The City may impose conditions of approval on any such assignment,
12 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,
13 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to
14 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,
15 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.
16 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this
17 clause.
18

19 Supplier agreements for composting services, vehicles, part, fuels, and other general supplies are exempt
20 from this reporting requirement.
21

22 For the purposes of this Contract, any change of control of the Contractor shall be considered an
23 assignment subject to the requirements of this section. Nothing herein shall preclude the City from
24 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and
25 releasing the previous ownership of all obligations and liability.
26

27 **7.7.3 ~~Merger or Sale of Contractor Operations~~Change of Trade Name**
28

29 In the event the Contractor wishes to change the trade name under which it does business under this
30 Contract, the Contractor shall designate to the City the name, logo, and colors under which it will be doing
31 business in writing to the City at least thirty (30) days prior to the effective date of its change of trade
32 name. Within a reasonable period following a change of trade name by the Contractor, all items, logos,
33 articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs,
34 promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the
35 only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two
36 (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section
37 shall result in penalties assessed against the Contractor in accordance with Section 5.1.~~In the event the~~
38 ~~Contractor undergoes a name change for any reason, the name change as perceived by the public shall~~
39 ~~be completed within one (1) year from the effective date of the legal name change. The Contractor shall~~
40 ~~designate the name, logo, and colors under which it will be doing business in writing to the City within~~
41 ~~thirty (30) days of the effective date of the legal name change. All items, logos, articles, and implements~~
42 ~~seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials,~~
43 ~~website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles~~
44 ~~must be repainted with new name, logo, and colors within two (2) years of the effective date of the legal~~
45 ~~name change.~~

1
2 **7.8 Laws to Govern/Venue**
3

4 This Contract shall be governed by the laws of the State of Washington both as to interpretation and
5 performance. Venue shall be in Superior Court in the State of Washington for King County, located in
6 Seattle.
7

8 **7.9 Compliance with Applicable Laws and Regulations**
9

10 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the
11 work to be done under this Contract. Any violation of the provisions of this section shall be considered a
12 violation of a material provision of this Contract and shall be grounds for cancellation, termination, or
13 suspension of the Contract by the City, ~~in whole or in part,~~ and may result in ineligibility for further work
14 for the City.
15

16 The Contractor agrees not to discriminate against any employee or applicant for employment or any other
17 persons in the performance of this Contract because of race, religion, creed, color, national origin, marital
18 status, gender, age, disability, sexual orientation, or other circumstances as may be defined by federal,
19 state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the
20 foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title
21 VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in
22 conspicuous places, available to employees and applicants for employment, notices to be provided by the
23 Contractor setting forth the provisions of this nondiscrimination clause.
24

25 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial
26 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-
27 to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor
28 must indemnify and hold harmless the City from all damages, injuries or losses assessed for the
29 Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also
30 responsible for meeting all local, state, and federal health and environmental regulations and standards
31 applying to the operation of the collection and processing systems used in the performance of this
32 Contract.
33

34 The Contractor is specifically directed to observe all weight-related laws and regulations in the
35 performance of these services, including axle bridging and loading requirements.
36

37 **7.10 Permits and Licenses**
38

39 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by
40 the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to
41 provide the services required herein prior to the Date of Execution of this Contract at its sole expense.
42

43 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not
44 limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income
45 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons,
46 facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's

activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

7.11 Relationship of Parties

The City and Contractor intend that an independent contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City; ~~except that the Contractor shall be the City's billing agent as provided in Section 3.2.3 and the Billing Operations Plan.~~

7.12 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

7.13 Bankruptcy

~~It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on the day and at the time the order for relief is entered.~~

~~It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.~~

7.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services the City may also renegotiate this Contract should any Washington State, County, or city rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 3.1.17, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

1 This Contract may be amended, altered, or modified only by a written amendment or addendum executed
2 by authorized representatives of the City and the Contractor.

3 4 **7.15 Force Majeure**

5
6 Provided that the requirements of this section are met, Contractor shall not be deemed to be in default
7 and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented
8 or delayed by Acts of God, including landslides, lightning, forest fires, storms, floods, freezing and
9 earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots,
10 explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that
11 are not reasonably within the control of the Contractor, and are not the result of the willful or negligent
12 act error or omission of the Contractor; and that could not have been prevented by the Contractor through
13 the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract
14 shall be suspended, but only with respect to the particular component of obligations affected by the Force
15 Majeure and only for the period during which the Force Majeure exists.

16
17 The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes
18 that by virtue of their extent or completeness make the particular goods or services effectively unavailable
19 to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any
20 activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials;
21 unavailability of required materials or disposal restrictions; or general economic conditions.

22
23 If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations
24 under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the
25 Force Majeure is first known, followed within seven (7) days by a written description of the event and
26 cause thereof to the extent known; the date the event began, its estimated duration, the estimated time
27 during which the performance of the Contractor's obligations will be delayed; the likely financial impact
28 of the event; and whatever additional information is available concerning the event and its impact on the
29 City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force
30 Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall
31 use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract.
32 In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its
33 obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in
34 collection service in a manner similar to the notification required in the case of inclement weather under
35 Section 3.1.7.

36 37 **7.16 Severability**

38
39 If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of
40 the Contract shall remain in full force and effect.

41 42 **7.17 Waiver**

43
44 No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying
45 such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by
46 either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of
47 the same right on any subsequent occasion or of any other right at any time.

1
2 **7.18 Incorporation of Contractor's Proposal in Response to City's RFP**
3

4 The Contractor's Proposal, dated _____ submitted in response to the City's Request for
5 Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types,
6 customer service staffing and approach, processing abilities and other commitments made in the
7 Contractor's proposal and all associated clarifications and supplemental proposal materials or
8 attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions
9 of this Contract shall prevail.
10

11 **7.19 Dispute Resolution**
12

13 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good
14 faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services
15 included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or
16 through good faith discussions shall be submitted to non-binding mediation before a mediator selected
17 from a list of mediators acceptable to both the City and the Contractor. All costs of mediation, including
18 the City's attorneys' fees and expert witness fees, shall be paid for by the Contractor. Neither party may
19 initiate or commence legal proceedings prior to completion of the non-binding mediation.
20

21 **7.20 Entirety**
22

23 This Contract and the attachments affixed hereto are herein incorporated by reference and represent the
24 entire agreement or contract terms between the City and the Contractor with respect to the services to
25 be provided under this Contract. No prior written or oral statement or proposal shall alter any term or
26 provision of this Contract.
27

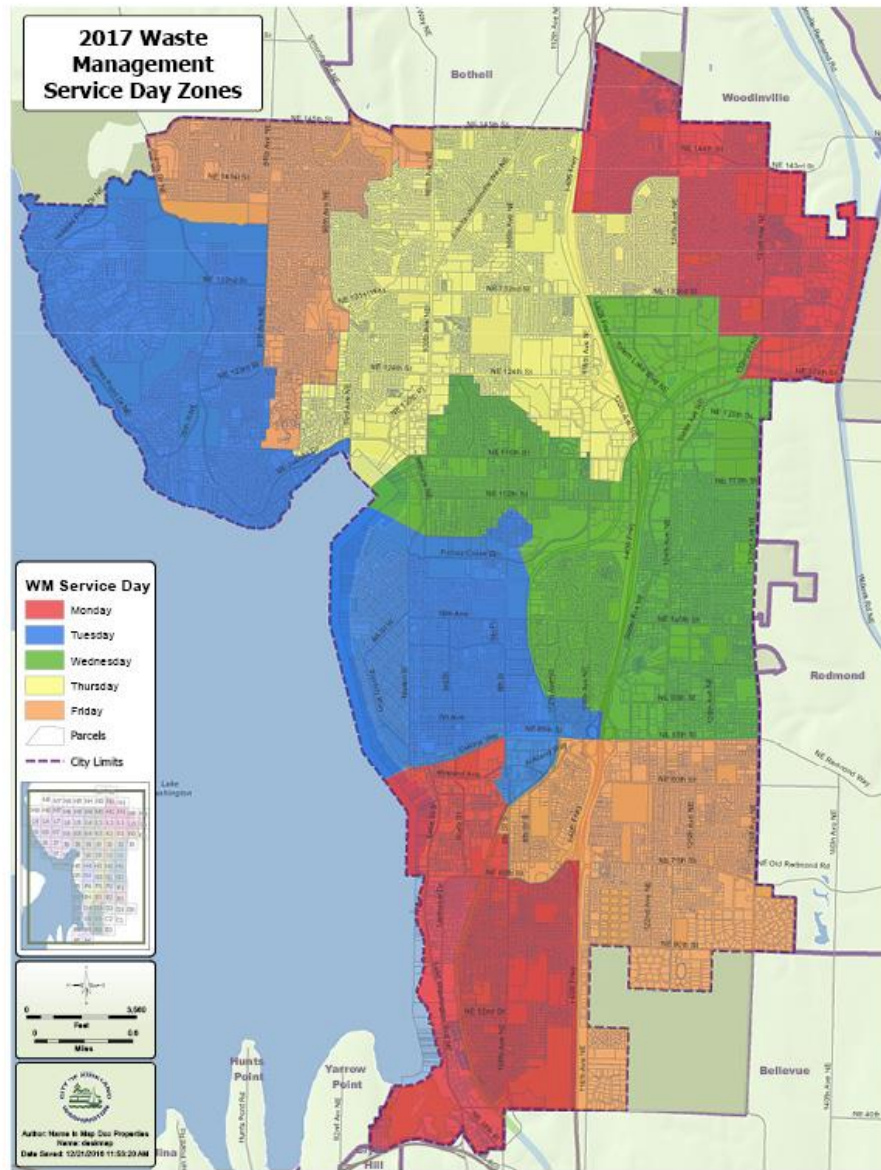
28 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.
29

30	CITY OF KIRKLAND
31 By _____	By _____
32 (Print) _____	Kurt Triplett, City Manager
33	
34	Approved as to Form:
35 By _____	By _____
36	Kevin Raymond, Kirkland City Attorney

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- Attachments
- Attachment A: Service Area
- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Rate Modification Example
- Attachment E: Solar-powered Garbage and Recycling Containers
- Attachment F: Residential and Commercial Contamination Protocols

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Attachment A:
Service Area

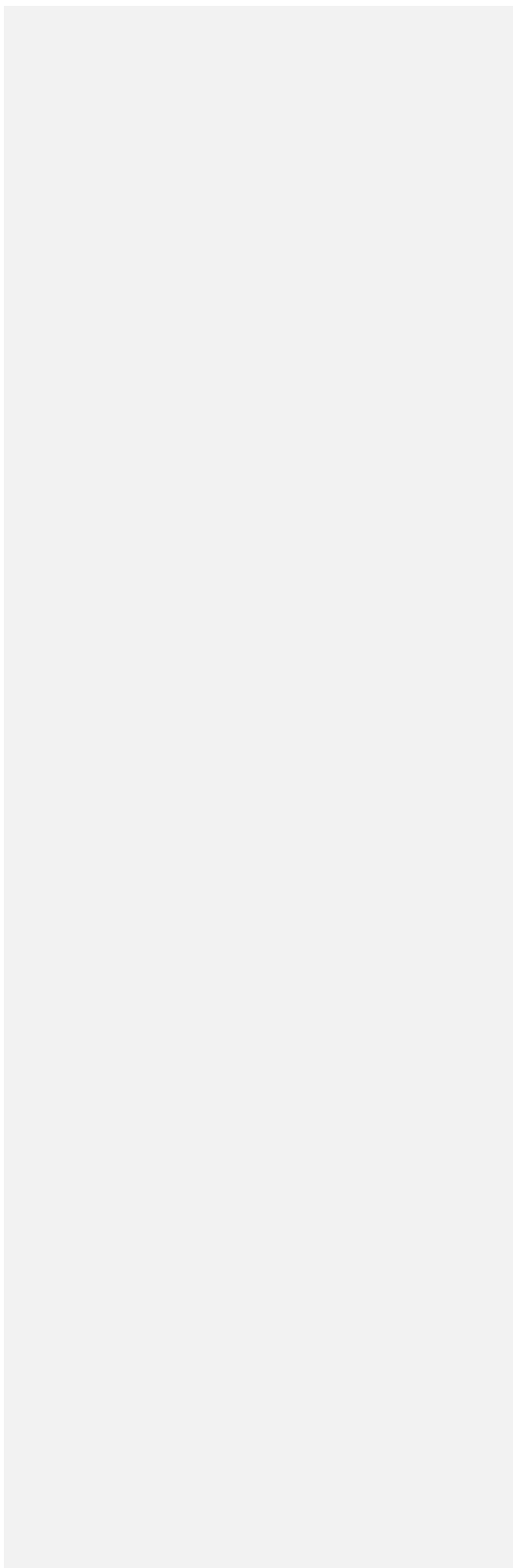


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Attachment B
Contractor Rates

[to be completed based on Contractor's RFP Form 2a]



Attachment C: Recyclables List				
Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
Appliances (large) – Refrigerators, freezers, stoves, dishwashers, washing machines, water heaters		X	Call to request pick-up at least 24 hours <u>or one business day</u> before regular collection day	Single family only.
Appliances (small) – Microwave ovens, toaster ovens		X	Call to request pick-up at least 24 <u>hours or one business day</u> before regular collection day	Single family only.
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Container. Corrugated cardboard boxes larger than three (3) feet square must be flattened	
Electronics – Computer equipment, VCRs, DVD players, audio equipment, televisions, cell phones and other equipment containing circuit boards		X	Call to request pick-up at least 24 hours <u>or one business day</u> before regular collection day	Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit. Single family only.
Fluorescent Tubes and Bulbs	X		Wrap tubes in newspaper and secure with tape. Mark "Fluorescent Tubes". Place bulbs in a sealed bag. Place next to recycling cart.	Limit: Two (2) tubes per collection, ten (10) tubes per year. No tubes longer than 4 feet. Single family only.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
Household Batteries – All alkaline, button, and rechargeable batteries	X		Place rechargeable and non-rechargeable batteries in separate, sealed clear bags. Place on top of recycling Cart.	Single family only.
Motor Oil	X		Place in screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.	Up to three (3) gallons of motor oil per week that is free from contaminants
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
Paper Containers – All empty paper cups and paper food cartons.	X		Empty, clean, place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, tubs, lids >3", and containers, including plastic drink cups, clamshells, food containers and trays, plant pots, over-the-counter pill bottles	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.

Attachment C: Recyclables List				
Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Polycoated Cartons and Boxes – All plastic coated cartons, beverage cups, and boxes	X		Flatten, empty, clean, and place in recycling Container.	
Propane Canisters (small) - Small disposable camping style propane canisters		X	Place items next to recycling Cart.	No large propane tanks.
Rigid Plastics – All five-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, plastic toys, coolers, and Nalgene bottles	X	X Large Items	Place items in or next to recycling Cart. One dimension of object must be less than 2".	Call at least 24 hours <u>or one business day</u> before regular collection day to collect large (i.e. all dimensions greater than 2"). Single family only.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	X Large Items	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day.	Small items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request pick-up. Single family only
Styrofoam™ Blocks – Clean expanded polystyrene (blocks, sheets, cups, and take-out containers) and expanded polyethylene foam (sheets and blocks)		X	Contain blocks in a clear or white sealed plastic bag. Secure from wind.	No packing peanuts, lined or sealed foam, or soft foam. Request a pick-up 24 hours before collection day. Single family only.
Textiles - Clean usable clothing and linens, paired shoes, boots and socks, sheets, towels, tablecloths, curtains, blankets and bedspreads, stuffed animals, purses, wallets, backpacks & totes, belts, hats and caps, scarves		X	Placed in a plastic or paper bag. Label "Clothing" and place bag(s) at the curb next to recycling cart.	Request a pick-up 24 hours <u>or one business day</u> before collection day. Single family only.
Tin Cans – All clean food and beverage tin cans and tin lids 3" or larger	X		Place in recycling Container.	
Used Cooking Oil	X	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.
Wood Scraps		X	Clean, unpainted, untreated wood, plywood, pallets, dimensional lumber and crates (some metal fittings and nails allowed). Material must be placed in cardboard box next to the recycling Cart and labeled "Wood Waste".	Single family only.

Attachment D
Fee Modification Examples

The Contractor fees listed in Attachment B shall be adjusted annually, as follows:

Contractor Fee Adjustment

The Contractor service fee listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCF = PCF \times [1 + (((nCPI - oCPI) / oCPI))]$$

Where NCF = The new Contractor service fee for a particular service level; and

PCF = The previous combined Contractor service fee for a particular service level; and

nCPI = The most recent June CPI value; and

oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2017.

For example, using an initial one 35-gallon cart rate of \$11.57 per month: if the previous CPI is 143.2, the new CPI is 144.3 the January 2018 Contractor fee for one 35-gallon cart per every-other-week Residential Curbside Garbage service would be:

$$\text{New Contractor Fee} = \$11.57 \times \left[1 + \frac{(144.3 - 143.2)}{(143.2)}\right] = \$11.66$$

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{QAF}$$

Step 2:

$$NDC = A + [(A - ODC) \times \frac{CEIR}{37}]$$

Where NDC = The new disposal charge component of the customer rate for a particular service level; and

NTF = The new disposal fee, dollars per ton; and

ODC = The old disposal charge component of the customer rate for a particular service level;

OTF = The old disposal fee, dollars per ton; and

A = Pre-excise tax adjusted disposal component; and

CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 35-gallon cart rate of \$23.52 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$140 to \$150 per ton starting on January 1, 2019, the old disposal component is \$5.00, and the State Excise Tax rate is 0.015, the January 2019 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$18.52 \times \left[1 + \frac{(144.3 - 143.2)}{(143.2)} \right] = \$18.66$$

$$\text{New Disposal Component} = [\$5.00 \times (150/140)] \text{ plus excise tax adjustment of } \$0.01 = \$5.36$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$18.66 service component plus \$5.36 disposal component, equaling \$24.02.

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Attachment E
Solar-powered Garbage and Recycling Containers

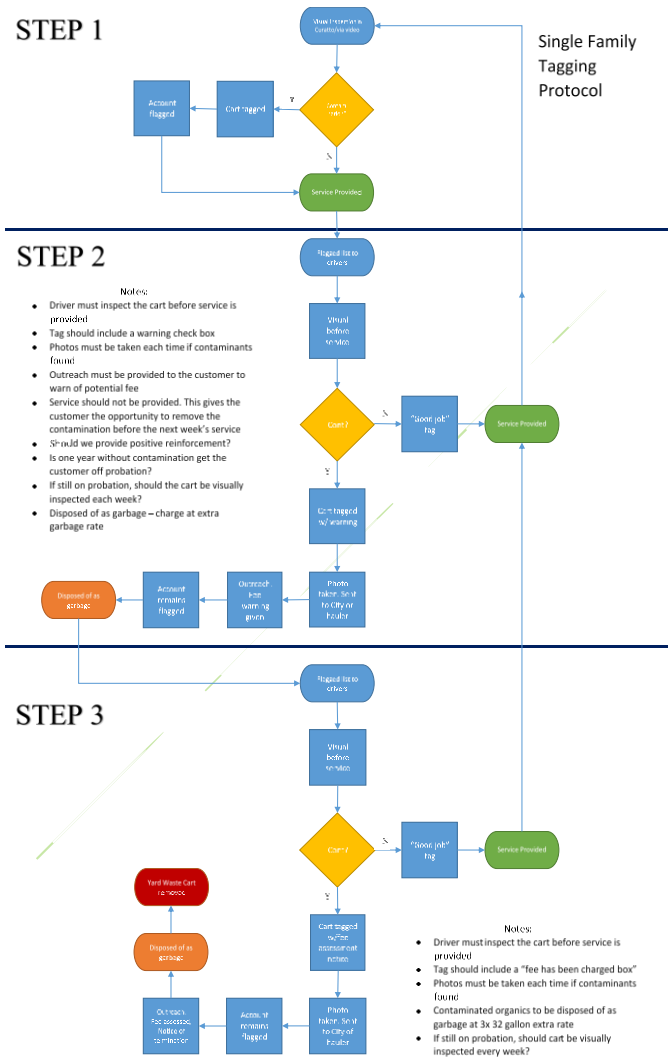
Serial #	Trash/Recycling	Location
173256	Trash	Marina Park
177311	Trash	Park Lane Parking Lot
177315	Trash	Marina Park Parking Lot 1
177320	Trash	Kirkland Ave & Main St (SW Corner)
177320-L	Single Stream	Kirkland Ave & Main St (SW Corner)
177321	Trash	Kirkland Avenue - Argosy 2
177321-L	Single Stream	Kirkland Avenue - Argosy 2
177322	Trash	Peter Kirk Park Ballfield
177322-L	Single Stream	Peter Kirk Park Ballfield
177323	Trash	Central Way & 3rd St (NE Corner)
177323-L	Single Stream	Central Way & 3rd St (NE Corner)
177324-L	Single Stream	Marina Park Parking Lot 5
177325	Trash	Park Lane & Main St (NE Corner)
177325-L	Single Stream	Park Lane & Main St (NE Corner)
177327	Trash	Marina Park Parking Lot 4
177327-L	Single Stream	Marina Park Parking Lot 4
177328	Trash	Transit Center 3 (3rd St)
177328-L	Single Stream	Transit Center 3 (3rd St)
177329	Trash	205 Lake St S
177329-L	Single Stream	205 Lake St S
177330	Trash	148 Lake St S (Milagro)
177330-L	Single Stream	148 Lake St S (Milagro)
177331	Trash	125 Lake St S
177331-L	Single Stream	125 Lake St S
177332	Trash	Kirkland Ave & Lake St (NE Corner)
177332-L	Single Stream	Kirkland Ave & Lake St (NE Corner)
177333	Trash	Transit Center 4 (3rd St)
177333-L	Single Stream	Transit Center 4 (3rd St)
177334	Trash	Kirkland Ave & Lake St (NW Corner)
177334-L	Single Stream	Kirkland Ave & Lake St (NW Corner)
177335	Trash	223 Kirkland Ave
177335-L	Single Stream	223 Kirkland Ave
177336	Trash	Marina Park Parking Lot 2
177336-L	Single Stream	Marina Park Parking Lot 2
177337	Trash	115 Central Way
177337-L	Single Stream	115 Central Way
177338	Trash	Kirkland Ave (Argosy 1)

177338-L	Single Stream	Kirkland Ave (Argosy 1)
177339	Trash	Park Lane & Main St (Southwest Corner)
177339-L	Single Stream	Park Lane & Main St (Southwest Corner)
177340	Trash	Transit Center 1 (3rd St)
177340-L	Single Stream	Transit Center 1 (3rd St)
177341	Trash	Central Way & Lake St (North)
177341-L	Single Stream	Central Way & Lake St (North)
177342	Trash	219 Lake Street
177342-L	Single Stream	219 Lake Street

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ATTACHMENT F
Residential and Commercial Contamination Protocols



Multifamily and Commercial Contamination Protocol

- Notes**
- Service must be approved by the City or by the hauler
 - Customer must sign an agreement that notes fees may be charged for contamination
 - Visual inspection to be made before service provided
 - Photos of contamination must be taken each time
 - Commercial customers must notify hauler within 24 hours that the contamination has been removed else it will be disposed of as garbage.
 - There is no probationary period: all materials with contamination will either be cleaned up or be disposed of as garbage
 - Return trip may be charged if hauler has to come back to pick up a cleaned up cart
 - Cycle of charging customer for garbage disposal or return trips unless business opts out of the program

